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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE PANDORA-GILBOA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,
AFSCME/AFL-CIO, AND ITS LOCAL #052

AUGUST 1, 2015 – JULY 31, 2018

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## Article 1 - Recognition

1.01 The Pandora-Gilboa Local School District Board of Education (the "Board") recognizes the Ohio Association of Public School Employees, AFSCME/ AFL-CIO, and its Local #052 (the "Union"), as the exclusive representative of all full-time and regular part-time nonteaching employees including bus drivers, custodial/maintenance, maintenance technician, food service, secretaries and aides. The bargaining unit excludes one secretary to the Superintendent, substitute employees, professional employees, confidential employees, management-level employees, Coordinator/Pupil Personnel Clerk and supervisors as defined by R.C. 4117.01.

1.02 The "Board" includes the Pandora-Gilboa Local School District Board of Education and all administrators and supervisors with authority to act on its behalf.

1.03 The term "employee" as used in this Agreement shall refer to those persons included in the bargaining unit.

1.04 The Union President or his/her designee will provide a list of the names and addresses of the elected officers of the Union to the Superintendent. The Union shall certify its membership list to the Treasurer on or about June 1 of each year.

## Article 2 - Nondiscrimination

2.01 Both the Board and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments not to unlawfully discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or handicap.

The Board and the Union recognize the right of all employees and all applicants for employment to be free to join and as well as not to join the Union and to participate in lawful concerted union activities. Therefore, the Board and the Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal in employment or against any applicant for employment because of Union membership or nonmembership, or because of any lawful pursuit of the rights guaranteed in Chapter 4117.

2.02 All references to employees in the Agreement designate both sexes and whenever the male pronoun in used herein it shall be converted to include male and female employees.

## Article 3 - Board of Education Rights

3.01 The parties agree that only the written specific, express terms of this Agreement bind the Board and the administration. Except as specifically and expressly provided in this written Agreement, the Board has full and complete discretion to make decisions and implement changes in operations, practices, or policies, including those affecting wages, hours, terms and conditions of employment of members of the bargaining unit, without prior negotiation with or the agreement of the Union. Except as otherwise specifically and expressly agreed in this Agreement, the Board retains and reserves the right to:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer as a governmental unit.

3.02 The Superintendent retains the right to require an employee to submit to a physical and/or mental examination if the Superintendent has just cause to question the employee's ability to perform the employee's job. The Board shall pay for the cost of the examination and the employee shall be examined by a professional of the Superintendent's choosing.

3.03 Notwithstanding any other provision of this Agreement, the Board shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act, including EEOC and court interpretations of the Act.

## Article 4 - Union Representation

4.01 The Union shall represent all employees equally and without discrimination regardless of their membership or nonmembership in the Union.

4.02 The Board agrees to honor dues deduction authorizations executed by the employees in favor of the Union in accordance with provisions of the Ohio Revised Code.

4.03 All employees who do not execute; a dues deduction authorization and who are hired after July 1, 1997, shall pay a fair share fee to the Union. Employees who execute a dues deduction and who elect after July 1, 1997 not to remain members of the Union also shall pay a fair share fee to the Union. Notice of the amount of the annual fair share fee shall be transmitted by the Union to the Treasurer on or about August 1 of each year for the purpose of determining amounts to be payroll deducted.

4.04 The Union agrees to indemnity and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of implementation and enforcement of this Article.

4.05 The Local Union President, or his/her designated representative (including the OAPSE field representative), may be allowed to use school buildings to conduct meetings, provided that such use does not interfere with or interrupt normal school operations, and provided that building use procedures, including the building use contract, are followed. The Board may charge the Union for custodial overtime cost, if any, incurred as a result of Union meetings.

4.06 The Local Union President, or his/her designated representative, may transact official business pertaining to this bargaining unit on school property, provided that it does not interfere with or interrupt normal school operations or the employee's job duties.

4.07 The Union may not use school property, equipment, or supplies in the preparation of or in conjunction with, a work stoppage, work slowdown or strike.

4.08 The Union will provide all supplies and shall promptly pay for all long distance calls and any tax attributable to the Union's long distance calls.

4.09 The Union will assume financial responsibility for any loss or damage to school equipment which is caused by the Union's use.

4.10 The Union may use the regular intra-school mail service. The Union may use designated space on a designated bulletin board (separate from the certified employees' bulletin board) for Union-related communications and notices.

4.11 Upon request by the Union President, the Board shall provide to the Union a list of bargaining unit employees. The President of the Local shall receive a copy of all Board minutes which reflect the hiring of all new bargaining unit employees.

4.12 Upon request by the Union President, the Union shall receive one copy of the budget and the annual appropriations.

4.13 The Union may provide one bulletin board for exclusive use by the Union. The bulletin board shall be placed in the clinic at the main office. Notices posted on these bulletin boards shall be approved by the Superintendent or his/her designee prior to the material being posted. The Superintendent shall receive a copy of all school-related information communicated via the intra- school mail service. The Board will provide a bulletin board to be located in the clinic at the main office for posting bargaining unit job vacancies.

4.14 The Board shall authorize up to a maximum of three (3) days of absence without loss of pay per year (September 1 - August 31) for use by the Local Union President or his/her designee to attend the annual OAPSE state convention.

4.15 The Board agrees to make deductions from an employee's wages for AFSCME-PEOPLE if the employee authorizes the deduction in writing. The Board shall remit such deductions promptly to the Union.

4.16 In an effort to solve problems before they become formal grievances, the Board agrees to establish a Labor-Management Committee consisting of representatives of both the Union and the Board. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; and to confer over potential problems in an effort to keep such matters from becoming major in scope.

The Representatives for the Union and the Board shall be no more than three (3) in number, one of which cannot be the Union field representative or Board attorney. The Committee shall meet no more than four (4) times per school year at the request of either party.

Participation shall be voluntary, off the clock, and no additional expense to the Board.

4.17 Employees will be permitted entrance to all home extra-curricular events without charge provided such employees work up to two (2) events per year as scheduled by the Athletic Director and/or the affected extra-curricular advisors. Each such employee will comply with the state auditor's requirement to sign in at the ticket gate or entrance to the event.

## Article 5 - Continuous Performance

5.01 The Union agrees that it will neither cause nor sponsor any strike, slow-down, or other work stoppage during the term of this Agreement. In the event that the Union violates this provision, it shall be subject to appropriate penalties by the Board, provided that any disputes pertaining to employee discipline shall be subject to the grievance procedure.

5.02 In recognition of this continuous performance pledge, the Board agrees there will be no "lockout" of members of the Union except if such "lockout" is a result of the Board's inability to pay which results in the closing of all schools. Any dispute as to whether this provision has been violated shall be subject to the grievance procedure.

5.03 Any employee who initiated or participates in a strike or other act prohibited by this Article will be subject to disciplinary action by the Board; provided, however, that the question of such participation shall be subject to the grievance procedure set forth in Article 6.

5.04 The Union will make every reasonable effort to prevent or terminate violations of this Article.

## Article 6 - Grievance Procedure

6.01 A "grievance" is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement.

6.02 An, employee who has a grievance shall discuss the grievance with the employee's supervisor within ten (10) calendar days of the occurrence of the act or event on which the grievance is based.

6.03 If the grievant is not satisfied with the resolution of the issue at the supervisor's level, s/he shall file a written grievance with the Superintendent within ten (10) calendar days of the occurrence of the act or event on which the grievance is based. The written grievance must be signed by the employee and specify the act or condition which is claimed to be a violation of the contract, the specific Article and Section of the Agreement claimed to be violated, and the remedy sought.

6.04 The Superintendent or his/her designee shall hold an informal hearing with the employee within ten (10) calendar days of the Superintendent's receipt of the grievance. The Superintendent or designee shall make his/her decision on the grievance and mail it in writing to the employee within ten (10) calendar days of the informal hearing.

6.05 If the grievant is not satisfied with the resolution of the issue at the Superintendent's level, then the Union may submit the matter to arbitration. The request for the arbitration shall be made within ten (10) calendar days following the receipt of the disposition of grievance at the Superintendent's level.

6.06 Within ten (10) calendar days following receipt of the request for arbitration, the Superintendent or his/her designated representative and the Union shall mutually petition the Federal Mediation and Conciliation Service to provide both parties with a list of seven (7) names from which an arbitrator may be selected.
The alternate strike method shall be utilized to select an arbitrator. Each party may request another panel one time per arbitration.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor 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 shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her 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 prerogatives involving the Board's discretion, nor limit or interfere in 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.

The expenses of the arbitrator shall be borne by the losing party. If the award is a "split award" the arbitrator shall designate the losing party.

6.07 If the employee or Union does not discuss a grievance with the appropriate supervisor in a timely manner, file a grievance with the Superintendent in a timely manner, or appeal the grievance to arbitration in a timely manner, the grievance shall be considered waived.

6.08 This grievance procedure constitutes the sole and exclusive means of raising and seeking a remedy for an alleged misinterpretation, misapplication, or violation of this Agreement. Neither the Union nor any employee shall take any other action alleging a violation of this Agreement, including but not limited to the filing of an unfair labor practice charge(s) or the initiation of judicial proceedings of any type in connection with any dispute which could have been, was, or is the subject of a grievance under this Article.

6.09 All hearings shall be held during the Board established normal working hours. A representative of the Union may accompany and represent the grievant at all steps of the grievance procedure. At the arbitration hearing, the parties shall have the right to present witnesses and question witnesses on the matter of the grievance and shall have the right to present any other relevant evidence. An employee shall not be represented or accompanied by any other representative but an official Union representative at any grievance hearing. An employee may represent himself at steps 1 and 2. In the event there is a grievance which affects a number of employees it may be submitted as a grievance at step 2 by the Union.

## Article 7 - Seniority

7.01 Seniority shall be determined by continuous service in a particular job classification and shall be computed from the employee's most recent date of entry into such job classification. Job classifications shall correspond with the job classifications set forth in Article 18. For bumping purposes only, employees will keep their classification seniority in classifications they have left.

7 .02 Time spent on inactive pay status shall not contribute to the accrual of seniority.

7.03 Ties in seniority shall be broken by determining which employee has the most days of service that have not counted toward continuous employment (substitute work), then, if necessary, by lottery. The Union shall have the right to be present during any such lottery conducted by the Board.

7.04 Each employee shall serve a probationary period during their initial one year limited contract equal to ninety (90) calendar days. The ninety (90) days shall run from the first day worked. Probationary employees shall have no seniority rights, are at-will employees, and any discipline issued to probationary employees shall not be subject to the grievance procedure set forth in this Agreement.

7.05 Seniority is broken by resignation, termination, retirement, or any other separation from employment.

## Article 8 - Vacancies

8.01 A job vacancy occurs due to a transfer, retirement, resignation, termination, death of an employee, or a scheduled leave of absence of one school year or more.

8.02 When there is a vacancy or a new job within the bargaining unit and the Board determines to fill it, it shall be posted at each work location for a period of three (3) work days. Interested employees must give written notice to the Superintendent within the posting period.

The posting will contain a brief description of the job, including the rate of pay, hours of work, the approximate starting date, and the job site. During the summer recess, a copy of the vacancy notice shall be mailed to all employees. The Superintendent may request an expedited bid from the Union in order to fill a vacancy caused by an employee moving into a different position. The expedited bid process will allow the Superintendent to fill resulting vacancies in accordance with 8.03. The expedited bid process shall occur at one meeting called by the Superintendent.

8.03 With regard to secretarial vacancies and promotions, the administration shall, after the required posting and waiting period above; award the position to the candidate which the administration determines is best qualified for the position. Custodial, bus driver positions, food service positions, and aide positions shall be awarded to the candidate with the most seniority in the classification if the most senior candidate successfully completes a ten (10) work day trial period. If the Superintendent decides that the employee has not successfully completed the trial period, the employee shall return to their original position. This decision may not be grieved. If the Superintendent determines that there is no qualified candidate the Board may hire from outside the bargaining unit.

8.04 When, as a result of being awarded a position through the bid procedure, the employee moves into a different classification, the employee shall be placed at the initial step of the pay scale for the new position unless the Superintendent considers prior experience to be relevant to the classification and recommends placement at a higher step to the Board.

If the Board fills the position with an individual from outside the bargaining unit, the employee will be placed at the initial step of the pay scale unless the Superintendent considers prior experience to be relevant to the classification and recommends placement at a higher step to the Board. The Union President, upon request, will be shown documentation used to place the employee at a step higher than zero.

8.05 Successful bidders (secretaries and promotions) under 8.03 will have a thirty (30) day probationary period. During this period, the employee may opt to return to his/her old position or the Board may return the employee to his/her old position. The Board's decision to return the employee to his/her old position cannot be grieved. During this probationary period, the Board may employ substitutes to cover the employee's old position.

## Article 9 - Hours of Work and Overtime

9.01 Work schedules for all members of the bargaining unit will be established and may be changed by the Superintendent. Schedules may be adjusted at the beginning of the school year, upon return from Christmas break, and at the beginning of the summer.

9.02 Employees who receive paid lunch shall not leave their building during the workday except when the employee receives prior approval from his/her supervisor. Only eight (8) hour employees shall be eligible to receive paid lunch. The paid lunch shall be thirty (30) minutes.

9.03 Employees shall be paid overtime compensation for all hours worked in excess of forty (40) in a work week except that custodians shall be eligible for overtime compensation for all hours worked in excess of eight (8) in a day. Overtime compensation shall be 1 - 1/2 times the employee's regular hourly rate of pay. All overtime work must be authorized by the Superintendent who has the sole discretion to determine when it is available. When overtime is available, it shall be offered on rotational basis within the classification and work site first before requesting other employees within the classification but working at another site. Except in emergency situations as determined by the Superintendent, employees will not work more than four (4) overtime hours per day on any regular school day.

9.04 The Superintendent may elect to utilize substitute employees when a regular employee is absent.

9.05 On days when school is closed because of epidemics, severe weather conditions, or other public calamity, the employees shall be paid their full pay for the day. Employees will not be paid for any work performed on make-up days if they did not work on the calamity day.

(Custodians and secretaries are required to work on days when school is closed.)

9.06 When a custodian is required to make a building check on a day when he is not regularly scheduled to work, the custodian shall be paid a minimum of one (1) hour. If the custodian is unable to make a required building check, it is the custodian's responsibility to have another custodian make the building check.

9.07 Employees will be paid their regular hourly rate for all time spent in mandatory in-service meetings.

9.08 After the fifth (5th) calamity day, when school is delayed and subsequently cancelled, if a cook reports to work, s/he will submit a time sheet for the next pay period. After the fifth (5th) calamity day and only if school is first delayed, a bus driver will be able to submit a time sheet for the wait time if school is subsequently cancelled. It will be the responsibility of the drivers to be sure to have their cell phones with them and turned on. Time sheets will be processed and payment made to the individual during the next pay.

9.09 On days when school is delayed one (1) or two (2) hours but not subsequently cancelled, bus drivers may turn in a time sheet for the time equivalent to the delay one [1] hour for a one [1] hour delay or two [2] hours for a two [2] hour delay) to compensate for the wait time.

## Article 10 - Criminal Record Check

10.01 The parties acknowledge that R.C. 3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment, the following procedure shall be followed:

A. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person and Union President a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. 3319.39.

B. The Superintendent shall hold a conference promptly with the person, who is subject to an adverse criminal records check and a Union representative and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.

C. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

10.02 This Article is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with R.C. 3319.39. The bargaining unit member's release shall not be subject to any other provision of law or this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of employees. The release of a person pursuant to this Article is not subject to the grievance procedure.

## Article 11 - Reduction in Force

If it becomes necessary to reduce the number of employees in a classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff:

11.01 Definitions

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

Bus Drivers
Custodial
Food Service
Secretaries
Aides

B. Classification Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular classification computed from the latest date of hire or appointment to their present classification.

C. System seniority shall be defined as the uninterrupted length of continuous service with the Board as computed from the employee's most recent date of hire. Once continuous service is broken, the employee loses all previously accumulated seniority.

D. The number of employees affected by reductions shall be kept to a minimum by not employment replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.

11.02 Guidelines

A. The Board shall determine in which classifications the layoff(s) will occur and will identify the specific position and employee affected by the layoff.

B. The Board and/or Superintendent and the Union shall meet to discuss the reductions and, if possible, any alternatives.

C. Twenty (20) working days prior to the effective date of any layoff, the Superintendent will provide the local union President Vice President a list of all employees indicating their system and job classification, seniority dates, and current position and indicate the employee to be laid off.

D. Prior to introducing any forced reductions in a classification, the Board agrees to consider voluntary layoffs within that classification.

11.03 Bumping within a classification

A. Any employee affected by a reduction, whether directly or indirectly, shall be granted bumping rights.

B. An employee electing to exercise their bumping rights must do so in their classification prior to being eligible to bump in another classification identified.

C. Following the receipt of the Superintendent's letter, identified in 11.02-C, the Local President Vice President will hold a mass bumping meeting for each affected classification.

D. Any employee(s) unable to attend must contact the Local President Vice-President, and provide them with written instructions in case of being bumped.

E. At the conclusion of all meetings, identified in C above, the Local President Vice-President will provide the Superintendent a list of employees who have been bumped within their classification. The Local President Vice-President will also indicate each employee electing to exercise their system seniority into another classification in accordance with 11.04 below.

11.04 Bumping from another classification

A. When an employee can no longer exercise their classification seniority, they may exercise their system seniority to bump a less senior employee in another classification, with the exception of an employee with supervisory responsibilities, so long as they are deemed qualified by the administration.

11.05 Reinstatement Lists/Vacancies

For each classification in which a layoff occurs, the Board shall prepare a reinstatement list containing the names of all laid off employees. Names shall be placed on the reinstatement list in inverse order of layoff. Reinstatement(s) shall be made from each individual list, following a new position or vacancy being posted in accordance with Article VIII of the Collective Bargaining Agreement (C.B.A.).

A. A vacancy or new position which occurs in a classification where a reinstatement list exists shall be posted in accordance with Article VIII of the C.B.A. Resulting vacancy shall be offered accordingly: The most senior employee on the recall list will be offered the position; He/she may accept or defer in writing to the next less senior employee until the position is accepted or offered to the least senior employee;

If the least senior employee declines then he/she will be removed from the reinstatement list; This process will continue by moving up the recall list until the position is accepted. If no employee on the reinstatement list accepts the position, then the position will be posted

for employees in other classifications to bid in accordance with Article VIII of the C.B.A.

B. If a new position is created or a vacancy exists within a classification where a recall list does not exist, the position will be posted in accordance of Article XIII of the C.B.A.

C. Each employee shall remain on the appropriate recall list for a period of twelve (12) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and all wages and benefits in accordance with the C.B.A.

D. An employee may be removed from the recall list if he/she:

1. Declines his/her recall rights pursuant to 11.04 above.

2. Resigns

3. Fails to accept recall to a position from his/her classification within five (5) working days of notification.

4. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

E. Any employee who is affected by layoff shall be afforded the opportunity, within limits established by the Board, to be retrained for another classified position.

F. The individual who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.

G. All recall notices shall be mailed by certified mail with knowledge of receipt provided to the Superintendent, or by hand delivery.

This section supersedes ORC

**Article 12 – Probation, Suspension, Demotion, & Termination**

12.01 The Superintendent may remove a probationary employee from employment at any time upon written notice to the employee stating the effective time and date of the removal.

12.02 Once an employee is retained beyond the probationary period, the Superintendent may suspend the employee without pay for up to thirty (30) work days or terminate the employee for unsatisfactory performance or misconduct such as dishonesty, incompetency, immorality, neglect of duty,

insubordination, discourteous treatment of a member of the public, a parent, a student, an administrator, or fellow employee, and/or any other acts or omissions which constitute misfeasance, malfeasance, or nonfeasance, and for drivers, failure to maintain an effective county certification.

12.03 Before a non-probationary employee is suspended without pay or terminated, the Superintendent or his/her designee shall hold a pre-disciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action, a summary of the grounds upon which such action would be based, and a summary of the evidence in support of the intended action. The employee shall receive written notice at least one (1) day prior to the hearing and shall have the right to Union representation at the conference. The employee may then respond to, refute, deny, or otherwise challenge the charges. At the close of or after the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union president in writing of his/her decision and its effective date and time. S/he shall provide such notice by hand delivery or certified mail.

## Article 13 - Holidays

13.01 The following days shall be recognized as holidays on which employees normally scheduled to work shall be excused from their duties with full pay:

12 Month Employees

| | |
|---|---|
| Labor Day | New Year's Day |
| Thanksgiving Day | Martin Luther King Day |
| Christmas Eve | Good Friday |
| Christmas Day | Memorial Day |
| New Year's Eve Day | Fourth of July |

Less Than 12 Month Employees

| | |
|---|---|
| Labor Day | Martin Luther King Day |
| Thanksgiving Day | Good Friday |
| Christmas Day | Memorial Day |
| New Year's Day | |

13.02 In order to be eligible for holiday pay, employees must work all of their regular hours the day before and the day after the holiday. Twelve month employees will be allowed to use a vacation day for New Year's Eve Day and still be eligible for holiday pay on New Year's Day. The Superintendent may grant exceptions to this provision on a case by case basis. The Superintendent's decision under this provision shall not be grieved.

13.03 If a holiday falls on a Saturday, it will normally be observed on the preceding 18 Friday. If a holiday falls on a Sunday, it will normally be observed on the following Monday.

13.04 If an employee is required to work on a holiday set forth in 13.01, the employee shall be paid 1 1/2 times his/her regular rate for all hours worked on the holiday.

## Article 14 - Vacation

14.01 All 12 month employees will be entitled to vacation leave with full pay on the following basis:

| | |
|---|---|
| After 1 year of continuous service - | 10 days |
| After 10 years of continuous service - | 15 days |
| After 20 years of continuous service - | 20 days |
| After 27 years of continuous service - | 25 days |

14.02 Employees with a regularly scheduled work year of less than 12 months shall not gain vacation eligibility as a result of the extension of their work year by voluntarily performing available summer work.

14.03 Eligible employees shall be permitted to take vacations after they are earned and arranged with the appropriate supervisor on the basis of the date they are submitted. If two (2) or more employees submit a vacation request on the same date for the same time period, the employee with the most seniority will be granted his/her vacation request prior to the less senior employee. Permission shall be granted for vacation if a request is submitted, in writing, to the Superintendent with reasonable advance notice (at least ten (10) calendar days), provided the Superintendent deems that the granting of vacation will not interfere with the normal and efficient operation of the school district. When a vacation request has not been returned to the employee within five (5) days of receipt by the Superintendent the employee shall contact the central office to determine the status. Except in emergency situations, employees may not request vacation time for the two weeks prior to the commencement of the school year and the initial two weeks of the school year. Requests for vacation time over the summer months (June, July, and the first two (2) weeks of August) must be submitted by May 1 O. Any requests submitted after that time will be approved if it will not interfere with the completion of the summer work schedule. Vacation time may be taken in either half-day or whole day increments.

14.04 Eligible employees may maintain a maximum of ten (10) carryover days in their vacation bank in anyone year.

## Article 15 - Sick Leave

15.01 Each employee shall be entitled to fifteen (15) days of sick leave with full pay each year which will be credited at the rate of one and one-fourth (1-1/4) per month. The number of sick leave days employees may accumulate shall be limited to 212.

15.02 Sick leave with pay may be used only for the following purposes:

A. For absence of the employee due to illness, pregnancy, injury, or exposure to contagious diseases which could be communicated to other employees or school children.

B. For absence of the employee due to illness of a member of the employee's immediate family. For the purpose of this section, "immediate family" will be interpreted as spouse, (step) children, (step) parents, (step) siblings, parents-in-law, or any other member of the family unit living in the same household no matter what degree of relationship.

C. For absence due to death in the immediate family of an employee. Death in the immediate family of an employee is defined to mean the death of the employee's parent, child, spouse, sister, brother, grandparent, grandchild, and any in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.

15.03 If there is a good faith suspicion of sick leave abuse, the Superintendent may require the employee to be examined by a physician designated and paid by the Board to justify use of sick leave or continuation of its use or to return to work.

15.04 In the case of death of the employee's spouse, (step) child, grandchild or (step) parent, the employee may use up to three (3) days of sick leave. In the case of death of the employee's (step) siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or any other person not listed if the Superintendent grants approval prior to the absence, the employee may use up to two (2) days of sick leave.

15.05 Sick leave shall be used in one-half or one day increments.

15.06 Employees will report anticipated absence(s) taken under the sick leave provision of this Agreement as soon as possible to their supervisor.

15.07 Newly hired employees who have no accumulated sick leave shall be entitled to an advancement of five (5) days sick leave, if needed, which shall be charged against the sick leave subsequently accumulated under this Article.

15.08 Upon requirement (as defined in R.C. 124.39), an employee with ten or more years of service with the Board may elect to receive pay for one-fourth (1/4) of his or unused sick leave credit, up to a maximum of 53 days.

When a bargaining unit member informs the District in writing his/her retirement and it is accepted by the Board meeting six (6) months prior to

retirement, s/he will receive a $500.00 additional amount added to the severance pay.

This payment is based on the employee's rate of pay and number of hours worked per day at the time of retirement and eliminates the employee's entire sick leave accrual at the time payment is made.

15.09 Employees on sick leave will not be charged for sick leave if there is a calamity day on that day.

15.10 Each employee will sign the appropriate sick leave form to justify the use of sick leave. Falsification of the form is grounds for suspension or termination.

## Article 16 - Other Leaves

16.01 Each employee shall be authorized to take up to two (2) paid personal leave days to transact personal business or attend to affairs of 'a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be considered approved if the Superintendent does not respond in writing within five (5) work days of the Superintendent's receipt of the request. These days of absence shall not be deducted from sick leave nor any other leave. Personal leave may be taken in either half-day or whole day increments. Unused personal leave will be reimbursed at the employee's per diem rate payable at the conclusion of the fiscal year (June 30th)

16.02 Whenever the number of requests for personal leave on any specific day is greater than ten (10) percent of our staff; approval of such leave will depend on the District's ability to obtain a substitute

16.03 The filing of a false statement regarding leave is grounds for termination.

16.04 Upon written request, the Superintendent may grant an unpaid leave of absence for a fixed period of not more than one (1) year for educational, professional, or other purposes, and shall grant such leave where illness or disability is the reason for the request for up to two (2) years. Employees shall not receive credit for time on an unpaid leave for wage schedule purposes.

16.05 Upon return to service, an employee shall resume the contract status which s/he held prior to such leave. However, the employee will not be guaranteed the job assignment that s/he held at the time the leave of assignment was granted.

16.06 Upon the return of the employee from a leave, the Board may terminate the employment of the person hired as a substitute for the purpose of replacing the returning employee while he/she was on leave.

16.07 Failure to return from a leave of absence upon its expiration or the employee's failure to notify the Superintendent of the employee's intention to return from

the leave thirty (30) days prior to the expiration of the leave will be grounds for immediate termination of seniority and employment.

16.08 The Board will not grant a leave of absence to an employee for the purpose of taking another position, either part-time or full-time, during the period of the request. An employee who accepts employment outside the school system, either part-time or full-time, during a leave of absence may be subject to termination by the Board, unless that employment does not conflict with the stated purpose of the leave of absence.

This section will not apply to outside employment held by the employee at the time that the request for a leave for absence is submitted.

16.09 The Employer will not pay wages or fringe benefits while the employee is on an approved leave of absence.

16.10 A regular classified employee who has been granted a leave of absence shall be permitted to make a request to the Superintendent for the employee to pay fringe benefit premiums at the group rate. Such request may be granted taking into consideration the following items:

A. The insurance carrier permits such procedure;

B. Employee receiving such benefits must fully reimburse the Board for all amounts owed by the first day of the month in which payments is due to the carrier.

C. All premium amounts will be determined through procedures adopted for COBRA plus a two (2) percent administrative fee will be added.

16.11 Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:

The employee must be absent from his or her duties due to physical disability resulting from an assault while working or participating in school-related activities, on or off school premises, before, during, or after school hours, provided that such assault is also directly related, attributable to or rising out of the employment by this District of the employee. If these conditions are met, the employee will be paid his or her full-schedule compensation for a maximum period of thirty (30) days. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved The period of such absence, as defined in this provision, shall be termed "assault leave."

Before assault leave can be approved, the employee shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and

time of the assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Superintendent, a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

Falsification of either the written, signed statement of the event or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or temlination of employment under R.C. 3319.16.

Assault leave which is approved by the Superintendent shall not be charged against sick leave earned or earned by the employee or leave granted under regulations adopted by the Board, pursuant to R.C. 3319.08 or any other leave to which the employee is entitled. Assault leave benefits shall not be paid if ~ worker's compensation benefits are paid to the employee.

16.12 The Board shall comply with the Family and Medical Leave Act. This Act defined in Board Policy 4430.01 and is available from any administrator.

16.13 Any employee covered by this Agreement who is required to serve on a jury shall, upon submission of proof of jury service, be paid his base rate of pay (not to exceed eight (8) hours per day) for the regularly scheduled work days lost while serving on the jury. Such leave shall not be deducted from sick leave. The employee shall remit to the Board all compensation received for such duty.

16.14 An employee shall be entitled to any military leave provided by R.C. 3319.085 and 5923.05 and shall retain all rights and privileges granted by R.C. 3319.085 and 5923.05 arising out of the exercise of military leave. The leave in this section shall not apply when the military service or training has been requested by the employee and is not at the sole request and for the sole convenience of the federal or state government.

16.15 This Article is in lieu of and replaces R.C. 3319.13 and 3319.142.

## Article 17 - Insurance

17.01 For employees who are contracted to work a minimum of 30 hours per week (including bus/van drivers) who desire health insurance coverage, effective July 31, 2015, the Board will contribute $12,500 in 2015, $12,750 in 2016, $13,000 in 2017, towards a family plan, and $4,800 in 2015, $4,896 in 2016, and 4,992 in 2017 annually towards a single plan currently offered by Putnam County Insurance Consortium and any successor health insurance plan that may be provided.

Once an employee is on the HDHP HSA the original PPO insurance will no longer be available to that employee, even during the annual renewal period.

17.02 Employees shall receive dental insurance. The Board will pay 100% of the premium for dental coverage.

17.03 The terms of the insurance policy and its coverage shall be the same as the policy that is offered to the other employees in the District.

17.04 The Board shall provide a Section 125 plan as provided for by law. For more information contact the Treasurer's office.

17.05 A. A bargaining unit member may waive their rights to medical insurance for one (1) full school year (September through August 31). Each bargaining unit member waiving this right will receive a lump sum payment on the first pay period (September 10) following the completion of the school year in accordance with the following schedule:

1. Waiving individual coverage - one time payment of $500.00

2. Waiving family coverage - one time payment of $1500.00

A bargaining unit member who waives his/her right to medical insurance during the school year (as detailed in item C) will receive a prorated payment based on the number of months that he/she waived the medical insurance.

B. In the event of a change in the need for coverage due to a major life event during the waiver year (e.g. death, change in marital status, spouse loss of job, etc.) the bargaining unit member may reinstate coverage effective the first day of the following month he/she has filed the proper application card with the Board. Such re-enrollment into the insurance program will nullify the bargaining unit member from receiving the health insurance waiver payment originally declared.

C. Should a bargaining unit member elect to participate in the program, he/she must complete the waiver of coverage form by August 20 of each year in order to receive the full payment. A bargaining unit member may complete a form at any time during the year to receive a prorated payment for the balance of the school year. This form must be submitted by the 20th of the month of final medical insurance coverage. Participation shall require completion of the form each year. Should a bargaining unit member elect to re-enroll in the district's medical insurance plan, that member must notify the treasurer in writing of their desire to re-enroll for the ensuing year by August 20. A member who withdraws from the program may not re-enroll again until the following year except for the condition established in paragraph above.

Employees who are hired after August 20 will not have the opportunity to receive payment for waiving their medical insurance.

D. All classified staff employed at the beginning of this contract will have the opportunity to elect to withdraw from the school's medical insurance program and receive a prorated reimbursement on September 10, 2015. Staff members electing to take this option must notify the treasurer in writing prior to October 20, 2015.

## Article 18 - Wages

18.01 (See Appendix #3)

The base raise for employees will be 2% during the school year of 2015-2016, 2% during the school year of 2016-2017, and 2% during the school year of 2017-2018.

In addition to the above mentioned increase for the school year of 2015-2016, the base wage will be increased by one dollar per hour and increase the salary step schedule from .02 cents to .025 cents for Bus/van drivers.

The Nurse base salary schedule will be increased by $2.50 at step zero to bring that step up to $17.00

Should an employee be eligible for an index increase during the life of this contract that employee will be awarded such increase.

Bus drivers will be guaranteed two and one-half (2 1/2) hours per day which includes pre-trip inspections.

18.02 Employees will be paid in twenty-four (24) installments via direct deposit.

18.03 In the event it is necessary for the Board to deduct pay from a member of the bargaining unit as a result of a previous overpayment, the treasurer or designee and the employee will meet and discuss possible solutions to the problem.

The employee shall be advised, in writing, by the treasurer or designee of the solution to the issue prior to the overpayment being recovered.

18.04 Employees required to use private transportation to perform their assigned duties after initially reporting for work and until their last assigned work location of the day shall be paid mileage allowance at the rate of 26 cents per mile.

18.05 A regular driver who substitutes on mid-day routes will be paid his/her regular hourly rate of pay for the actual driving time (including pre-trip inspection time of fifteen minutes) for that route.

## Article 19 - Negotiations

19.01 Either party may request negotiations at the expiration of this Agreement by filing an appropriate Notice to Negotiate with the State Employment Relations Board and with the Board no earlier than 75 days before the expiration of this Agreement and no later than 60 days before the expiration of this Agreement. If the Union does not file a timely notice to negotiate with SERB and with the Board, this Agreement automatically shall be renewed for one year without further action by either or both parties.

19.02 The parties shall negotiate in good faith for no fewer than two and no more than four bargaining sessions. Negotiations sessions shall not be open to anyone other than those on the negotiations teams. At the first bargaining session, which shall be scheduled by mutual agreement, the Union and the Board shall present all of their proposals for negotiations, in full written detail. After the initial session, neither party may propose additional issues for negotiations.

19.03 If no agreement on a successor Agreement is reached after four bargaining sessions or impasse is reached, either party may request the assistance of a mediator appointed by the Federal Mediation and Conciliation Service. The mediator shall meet with the parties on at least one occasion but no more than two occasions (unless the parties mutually agree to more than two sessions), as scheduled by the mediator, to see if the impasse may be resolved. If at the end of the mediation sessions, there is no successor agreement, then the Union may exercise its right to strike upon appropriate notice under R.C. 4417.14(D) (2), and/or the Board may implement its last offer.

19.04 This Article constitutes the parties' mutually agreed alternative dispute resolution procedure and supersedes the procedures set forth in R.C. 4417.14(c).

## Article 20 - Bus Driver Provisions

20.01 The required annual bus driver physical examination shall be paid by the Board. The examination shall be made by a competent physician selected by the Board.

20.02 The Board may take such steps as reasonably necessary to comply with any alcohol and controlled substances testing requirements and any other requirements imposed by the U.S. Department of Transportation's regulations promulgated under the Omnibus Transportation Employee Testing Act of 1991 with respect to Employees required to have a Commercial Driver's License. The Board shall provide a copy of any new policies or proposed changes in existing policy to the Union President prior to implementation and shall be considered as part of this Agreement. Employees shall be paid a minimum of one (1) hour at their regular rate for time spent submitting to an alcohol and substance test.

20.03 If a driver cannot maintain a Commercial Driver's License (CDL) or otherwise loses his/her certification, s/he may be placed on an unpaid leave of absence until such time s/he obtains a license or proper certification, for a maximum of one (1) year. Upon obtaining such license or certification as required, the employee will be returned to an active driving assignment (same number of hours). The employment of an employee who does not obtain renewal of the required license prior to the expiration of an unpaid leave of absence granted pursuant to this section will be terminated. Employees who are hired to drive the route of the person on leave shall be terminated upon the employee's return from the leave.

20.04 Field trips will be filled by seniority on a rotating basis. If trips remain open, the substitutes will be offered the available trips. If trips still remain open after offering trips to substitutes, drivers will be assigned to the trips in inverse order of seniority on a rotating basis. All known fall and winter field trips will be bid at the initial bus driver meeting in August. All other field trips will be bid as they arise.

20.05 Drivers will keep a daily written record of their pre-trip inspection of the bus on the forms provided. These forms will be turned in monthly to the Superintendent. Any mechanical problems are to be reported in writing on a repair sheet immediately to the bus garage.

20.06 Drivers are to follow the proper procedure when dealing with discipline situations on the bus when a student is a problem. The driver will fill out a conduct report form indicating the violation and describing all actions. All forms must be filled out and turned in immediately after the route on which the incident occurred.

The driver will sign the form and give it to the school principal. The completed form will be returned to the driver within five (5) school days of the incident. A copy of the completed form will be filed in the Superintendent's office.

20.07 There will be a maximum of ten (10) hours per day per bus driver for all overnight trips.

A. An overnight trip is one where a driver will be away from home overnight. A night is equal to a maximum of 24 hours from the time the trip leaves Pandora. Any portion of the following day which is less than 24 hours shall be compensated the hourly field trip rate to a maximum often (10) hours.

B. Lodging will be furnished each driver at Board expense. Drivers shall share a room when appropriate.

C. Meals will be reimbursed up to a maximum of $20.00 per day. Receipts must be submitted.

20.08 Bus drivers who are required to maintain his/her C.D.L. will be paid at step 0 while traveling to, attending, and traveling back from re-certification classes that are mandated by law.

20.09 Employees may request up to ten (10) unpaid days off of work per school year for personal reasons. These days shall be referred to as "deduct days."

The unpaid deduct days shall be in addition to the paid personal leave days provided in Article 16 of the collective bargaining agreement. All personal leave and vacation must be used before an employee may request a deduct day.

Employees who want to take a deduct day must request the day off at least 24 hours in advance of the requested day off. In cases where the deduct day is to be used for farming, the employee may make the request any time prior to 5:00 p.m. the day before the requested day off of work. The request must be made to the Superintendent or his designee.

In order to be eligible to have a deduct day request granted, the employee must arrange for a substitute for all of the deduct days sought, with the approval of the Superintendent or principal.

The Superintendent has complete discretion in granting or denying a deduct day request. Denied requests may not be the subject of a grievance or any other proceeding.

An employee may request deduct days in excess often (10) per year but if the day(s) are granted, the employee (if they receive health or dental insurance benefits from the District) will be required to pay a pro rata portion of the total monthly insurance premium.

## Article 21- Personnel Records

21.01 The only official personnel file for each employee shall be maintained in the office of the Board of Education. The contents of such file shall be limited to items relating to work performance, discipline, and routine financial and personnel data.

21.02 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.

The Superintendent shall set up an appointment within three (3) business days. For each request over three (3) in any given day, the time sequence will be delayed at the rate of two (2) business days per three (3) requests. 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 office 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.

21.03 An employee may request a meeting with the superintendent to discuss removal of materials from his/her personnel file. Disciplinary or otherwise negative material will be removed from the file upon mutual agreement of the superintendent and the employee after five (5) years from the date of the items entry to the file.

21.04 Official grievances filed by an 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.

21.05 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 22 - SERS Pick-Up

22.01 The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by the Internal Revenue Service revenue rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the ten-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be

included in computing final average earnings, provided that no employee's total earnings is increased by such "pickup" nor is the Board's total contribution to the School Employees Retirement System increased thereby.

22.02 The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pickup shall apply to all compensation thereafter.

22.03 The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

22.04 Payment for sick leave, personal leave, and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).

22.05 It is understood that it is the responsibility of each individual employee to make necessary adjustment(s) in any other tax sheltered annuities s/he has in order to be compliance with the IRS laws and regulations.

22.06 The Board is not liable nor will it be held responsible for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan now or in the future.

22.07 The Union agrees to indemnify and save the Board hanlless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of this Article.

## Article 23 - General Provisions

23.01 The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that the parties arrived at this Agreement after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject are specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this Agreement.

23.02 This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit.

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 practices, 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.

23.03 Consistent with R.C. Chapter 4117, this Agreement governs the wages, hours and terms and conditions of employment of bargaining unit members. The employment relationship between employees in the bargaining unit and the Board shall be governed exclusively by the terms of this Agreement. If any provision of this Agreement is or becomes legally invalid, only that provision shall be negotiated to comply with law and the remainder of the Agreement shall remain in full force and effect.

23.04 Amendments may be made at any time by mutual agreement in writing.

The parties agree that the collective bargaining agreement recently negotiated shall be effective August 1, 2015 to July 31, 2018.

| OAPSE AND ITS LOCAL #052 | PANDORA-GILBOA LOCAL SCHOOL DISTRICT BOARD OF ED. |
|---|---|
| _____ | _____ |
| President of Local #052 | Superintendent of Pandora-Gilboa |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Date | Date |

# MEMORANDUM OF UNDERSTANDING

The Pandora-Gilboa Local District Board of Education ("Board") and OAPSE hereby agree to the following modification of the Collective Bargaining Agreement in effect between the parties:

E. REHIRING RETIRED CLASSIFIED EMPLOYEES

Re-employment of any classified staff member who retires under the State Employee Retirement System (SERS) and subsequently is employed or reemployed in the district may be hired at a rate of pay different from his/her training level and years of service as specified in the wage index contained in this agreement, A retiree may be rehired on a part-time basis,

HEALTH INSURANCE:

While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits offered by SERS or pay the entire cost of the premium of the district's insurance. In addition, such retired member will not be eligible for participating in the in lieu of provision that pays an employee for not participation in the district's health plan,

EMPLOYMENT CONTRACT:

A rehired retiree shall receive a limited contract, which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a rehired retiree through offering new limited contracts, which automatically expire, shall be at the election of the Board upon the recommendation of the Superintendent, A rehired retiree is not eligible for a continuing, contract regardless of years of employment as a rehired retiree with the Board. This provision supercedes Section 33 3 9.081 of the Ohio Revised Code and all other applicable laws,

SICK LEAVE:

A rehired retiree shall accumulate and may use sick leave in accordance with Article VI of the negotiated agreement, but shall not be entitled to severance pay under Article VII of the negotiated agreement or under law upon conclusion of employment as a rehired retiree.

GRIEVANCE PROCEDURE:

This provision of this agreement and such salary and contract will not be grievable under the grievance procedure of this agreement nor through any claim or action filed before the State Employment Relations" Board (SERB) or any court of law.

MEMORANDUM OF UNDERSTANDING
**"Victory Lap" Retirement Incentive**

This Memorandum of Understanding is entered into on the _____ day of..... _ , 2008,

by and between the Pandora-Gilboa Local School District Board of Education (A Board@) the Ohio Association of Public School Employees, AFSCMB/AFL-CIQ, and its Local #052 ("Association").

WHEREAS, the Board and the Association are parties to a Negotiated Agreement, in effect from October 10, 2006. to October 9, 2008 (the "Negotiated Agreement"); and

WHEREAS, the parties intend, through this Memorandum of Understanding, to amend the Negotiated Agreement for the sole purpose of adding a new Article 24 - Retire/Rehire Provisions.

NOW, THEREFORE, the parties agree to add the following new provision as Article 24, to the Negotiated Agreement:

X. RETIREMENT INCENTIVE PROVIDING UP TO FOURTEEN MONTHS OF EMPLOYMENT

1. A bargaining unit member eligible to retire pursuant to this Article shall be a bargaining unit member who is first eligible for retirement under SERS and who has been employed in the school district for at least five (5) years. First eligible, for purposes of this Memorandum shall be any of the following:

   a) thirty (30) years of service attained at any age
   b) twenty-five (25)years of service attained at fifty-five (55) years of age
   c) five (5) years of service attained at sixty (60) years of age

2. To be eligible, the bargaining unit member must apply for this incentive in the first year of eligibility.

   a. Bargaining unit members who meet or exceed the qualifications set forth in paragraph 1 by June 30. 2008 and wish to apply for this incentive, shall have a one-time opportunity to participate by submitting their letter of application for the retirement incentive by July 10, 2008.

3. The Board will act to accept the bargaining unit member's application and resignation due to retirement. The employee's retirement must be effective on or before September 1, 2008 or July 1 in subsequent years.

4. For each qualified bargaining unit member who is eligible for the incentive, and subject to the conditions set forth in paragraph 6 below, said bargaining unit member shall be recommended by the Superintendent for re-employment for up to 14 months beyond the bargaining unit member's retirement date. The rehiring of a retiree to the same position the retiree held the previous school year shall be contingent on the completion of the requirements set forth in O.R.C. §3307.353.

5. A bargaining unit member in the incentive program shall maintain all rights contained in the Master Contract, except for the exclusions contained in subsection 6, and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits package (to include insurance) for which the bargaining unit member is eligible. Fifteen sick leave days will be granted in full on the first day of the post retirement contract for the purpose of sick leave use only. No severance benefits will be available for personnel employed under this provision.

6. The employment of the bargaining unit member in good standing shall end upon the expiration of the post-retirement contract without any further action by the Board. The parties intend the provisions of this Article to supersede the contract requirements of O.R.C. 3319.081. However, the Board reserves the right to terminate an employee's contract prior to the end of the year following retirement established by this Article, in accordance with the collective bargaining agreement and R.C. 3319.081.

Except as modified by this Memorandum of Understanding, all other terms and conditions of the Negotiated Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall only be amended by a signed writing.

This Memorandum of Understanding expires on October 9, 2008.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on the date first set forth above.

Ohio Association of Public School Employees,

AFSCME/AFL-CIO, and its Local #052

By: _____

President

By: _____

PANDORA-GILBOA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____

President

By: _____

Superintendent

2.00% increase

18.01 The employees shall be paid as follows, effective August 1, 2015:

| Steps | Custodian I | Custodian II | Nurse | Nurse's Aide |
|---|---|---|---|---|
| | 0.025 | 0.025 | 0.025 | 0.025 |
| 0 | 10.83 | 14.65 | 17.34 | 12.00 |
| 1 | 11.10 | 15.01 | 17.77 | 12.30 |
| 2 | 11.38 | 15.39 | 18.22 | 12.61 |
| 3 | 11.67 | 15.77 | 18.67 | 12.92 |
| 4 | 11.96 | 16.17 | 19.14 | 13.25 |
| 5 | 12.26 | 16.57 | 19.62 | 13.58 |
| 10 | 12.56 | 16.99 | 20.11 | 13.92 |
| 15 | 12.88 | 17.41 | 20.61 | 14.26 |
| 20 | 13.20 | 17.85 | 21.13 | 14.62 |
| 23 | 13.53 | 18.29 | 21.66 | 14.99 |
| 27 | 13.87 | 18.75 | 22.20 | 15.36 |

| Steps | Cafeteria Worker | Secretaries | Aides |
|---|---|---|---|
| | 0.025 | 0.025 | 0.025 |
| 0 | 11.03 | 13.05 | 9.98 |
| 1 | 11.30 | 13.37 | 10.19 |
| 2 | 11.58 | 13.71 | 10.45 |
| 3 | 11.87 | 14.05 | 10.71 |
| 4 | 12.17 | 14.40 | 10.98 |
| 5 | 12.48 | 14.76 | 11.25 |
| 10 | 12.79 | 15.13 | 11.63 |
| 15 | 13.11 | 15.51 | 11.82 |
| 20 | 13.43 | 15.90 | 12.12 |
| 23 | 13.77 | 16.29 | 12.42 |
| 27 | 14.11 | 16.70 | 12.73 |

| Steps | Bus Drivers | Van Drivers |
|---|---|---|
| | 0.025 | 0.025 |
| 0 | 15.81 | 13.34 |
| 1 | 16.21 | 13.68 |
| 2 | 16.61 | 14.02 |
| 3 | 17.03 | 14.37 |
| 4 | 17.46 | 14.73 |
| 5 | 17.89 | 15.09 |
| 6 | 18.33 | 15.47 |
| 7 | 18.79 | 15.86 |
| 8 | 19.26 | 16.26 |
| 9 | 19.74 | 16.66 |
| 10 | 20.24 | 17.08 |
| 15 | 20.74 | 17.51 |
| 20 | 21.26 | 17.94 |
| 23 | 21.79 | 18.39 |
| 27 | 22.34 | 18.85 |

Field Trip Hourly Rate 11.54 73% of step 0

Bus drivers will be guaranteed two and one-half (2 1/2) hours per day which includes pre-trip inspections.

2.00% increase

18.01 The employees shall be paid as follows, effective August 1, 2016:

| Steps | Custodian I | Custodian II | Nurse | Nurse's Aide |
|---|---|---|---|---|
| | 0.025 | 0.025 | 0.026 | 0.025 |
| 0 | 11.05 | 14.94 | 17.69 | 12.24 |
| 1 | 11.32 | 15.32 | 18.13 | 12.55 |
| 2 | 11.61 | 15.70 | 18.58 | 12.86 |
| 3 | 11.90 | 16.09 | 19.05 | 13.18 |
| 4 | 12.19 | 16.49 | 19.52 | 13.51 |
| 5 | 12.50 | 16.91 | 20.01 | 13.85 |
| 10 | 12.81 | 17.33 | 20.51 | 14.19 |
| 15 | 13.13 | 17.76 | 21.02 | 14.55 |
| 20 | 13.46 | 18.21 | 21.56 | 14.91 |
| 23 | 13.80 | 18.66 | 22.09 | 15.29 |
| 27 | 14.14 | 19.13 | 22.64 | 15.67 |

| Steps | Cafeteria Worker | Secretaries | Aides |
|---|---|---|---|
| | 0.025 | 0.025 | 0.025 |
| 0 | 11.25 | 13.31 | 10.16 |
| 1 | 11.53 | 13.64 | 10.40 |
| 2 | 11.82 | 13.98 | 10.66 |
| 3 | 12.12 | 14.33 | 10.93 |
| 4 | 12.42 | 14.69 | 11.20 |
| 5 | 12.73 | 15.06 | 11.48 |
| 10 | 13.05 | 15.44 | 11.77 |
| 15 | 13.37 | 15.82 | 12.06 |
| 20 | 13.71 | 16.22 | 12.37 |
| 23 | 14.05 | 16.62 | 12.67 |
| 27 | 14.40 | 17.04 | 12.99 |

| Steps | Bus Drivers | Van Drivers |
|---|---|---|
| | 0.025 | 0.025 |
| 0 | 16.13 | 13.61 |
| 1 | 16.53 | 13.95 |
| 2 | 16.94 | 14.30 |
| 3 | 17.37 | 14.65 |
| 4 | 17.80 | 15.02 |
| 5 | 18.25 | 15.39 |
| 6 | 18.70 | 15.78 |
| 7 | 19.17 | 16.17 |
| 8 | 19.65 | 16.58 |
| 9 | 20.14 | 16.99 |
| 10 | 20.64 | 17.42 |
| 15 | 21.16 | 17.85 |
| 20 | 21.69 | 18.30 |
| 23 | 22.23 | 18.76 |
| 27 | 22.79 | 19.23 |

Field Trip Hourly Rate 11.77 73% of step 0

Bus drivers will be guaranteed two and one-half (2 1/2) hours per day which includes pre-trip inspections.

2.00% Increase

18.01 The employees shall be paid as follows, effective August 1, 2017:

| Steps | Custodian I | Custodian II | Nurse | Nurse's Aide |
|---|---|---|---|---|
| | 0.025 | 0.025 | 0.025 | 0.025 |
| 0 | 11.27 | 15.24 | 18.04 | 12.48 |
| 1 | 11.55 | 15.62 | 18.49 | 12.80 |
| 2 | 11.84 | 16.01 | 18.96 | 13.12 |
| 3 | 12.14 | 16.41 | 19.43 | 13.44 |
| 4 | 12.44 | 16.82 | 19.92 | 13.78 |
| 5 | 12.75 | 17.24 | 20.41 | 14.13 |
| 10 | 13.07 | 17.67 | 20.93 | 14.48 |
| 15 | 13.40 | 18.11 | 21.45 | 14.84 |
| 20 | 13.73 | 18.57 | 21.98 | 15.21 |
| 23 | 14.08 | 19.03 | 22.53 | 15.59 |
| 27 | 14.43 | 19.51 | 23.10 | 15.98 |

| Steps | Cafeteria Worker | Secretaries | Aides |
|---|---|---|---|
| | 0.025 | 0.025 | 0.025 |
| 0 | 11.48 | 13.58 | 10.35 |
| 1 | 11.76 | 13.92 | 10.61 |
| 2 | 12.06 | 14.26 | 10.86 |
| 3 | 12.36 | 14.62 | 11.15 |
| 4 | 12.67 | 14.99 | 11.43 |
| 5 | 12.98 | 15.36 | 11.71 |
| 10 | 13.31 | 15.74 | 12.01 |
| 15 | 13.64 | 16.14 | 12.31 |
| 20 | 13.98 | 16.54 | 12.61 |
| 23 | 14.33 | 16.95 | 12.93 |
| 27 | 14.69 | 17.38 | 13.25 |

| Steps | Bus Drivers | Van Drivers |
|---|---|---|
| | 0.025 | 0.025 |
| 0 | 16.45 | 13.88 |
| 1 | 16.86 | 14.23 |
| 2 | 17.29 | 14.58 |
| 3 | 17.72 | 14.95 |
| 4 | 18.16 | 15.32 |
| 5 | 18.61 | 15.71 |
| 6 | 19.08 | 16.10 |
| 7 | 19.56 | 16.50 |
| 8 | 20.05 | 16.91 |
| 9 | 20.55 | 17.34 |
| 10 | 21.06 | 17.77 |
| 15 | 21.59 | 18.21 |
| 20 | 22.13 | 18.67 |
| 23 | 22.68 | 19.14 |
| 27 | 23.25 | 19.62 |

Field Trip Hourly Rate 12.01 73% of step 0

Bus drivers will be guaranteed two and one-half (2 1/2) hours per day which includes pre-trip inspections.

The parties agree that the collective bargaining agreement recently negotiated shall be effective August 1, 201**5** to July 31, 201**8**.

OAPSE AND ITS LOCAL #052

President of Local #052

8-14-15
Date

PANDORA-GILBOA LOCAL
SCHOOL DISTRICT BOARD OF ED.

Superintendent of Pandora-Gilboa

8-14-15
Date