

Negotiated Agreement Between

**Allen East Local School District
Board of Education**

And

**Ohio Association of Public School Employees
Local No. 558**

July 1, 2021

Through

June 30, 2024

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INTRODUCTION

The Board of Education of the Allen East Local School District, together with the Ohio Association of Public School Employees Local No. 558, recognize that the development and operation of educational programs of the highest quality are for the benefit of the students and their communities and is a responsibility which requires for its effective discharge cooperation between the classified staff and the Allen East Board of Education and administrative personnel.

It is the purpose of this document to establish the relationship between the Board of Education and the Ohio Association of Public School Employees Local No. 558, to set forth an orderly procedure for the consideration and resolution of matters mutually agreed upon. Thus, the parties do hereby enter into this agreement on this 1st day of July, 2021, by and between the Board of Education of the Allen East Local District and the Ohio Association of Public School Employees/AFSCME, LOCAL 4/AFL-CIO, LOCAL 558.

ARTICLE I - RECOGNITION

A. The Allen East Local School District Board of Education, hereafter referred to as the Board, recognizes the Ohio Association of Public School Employees/AFSCME, LOCAL 4/AFL-CIO, LOCAL 558, hereafter referred to as the Association, as the sole and exclusive bargaining agent for employed classified personnel, whether on leave, or on a per diem basis. The following personnel are to be excluded from the classified bargaining unit: Secretary (Superintendent of School), Clerical (Assignment to Administrative Office), Cafeteria Supervisors, Supervisor of Custodial/Maintenance personnel, seasonal employees, casual substitutes, Technology related employees, and the Transportation Supervisor as they have been excluded in the past. The Board agrees not to negotiate with any other non-certificated employee organization other than the Association for the duration of this Agreement.

B. The Association recognizes the Board as the locally elected body charged with the establishment of policies for the public education and as the employer of all classified personnel to the system.

ARTICLE II - INDIVIDUAL RIGHTS

A. Both parties recognize that employees have the right to freely organize, join and support an organization for their professional and/or economic improvement. Such organization may set criteria for membership, but may not exclude employees as members.

B. Employees shall have the right to join or not to join any classified personnel organization. Membership in any organization shall not be a condition of employment or continued employment in the Allen East Local School District; nor shall any employee personnel be assessed any fee or otherwise required to give financial support to any organization of which the employee is not a member.

C. State dues will be deducted in 24 equal installments. Local dues will be deducted with the state dues in the check deduction and paid to the local treasurer.

ARTICLE III - MANAGEMENT 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, or agreement of, the Association.

ARTICLE IV - NEGOTIATING PROCEDURES

A. Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or his/her designated representative. Requests from the Board will be made in writing to the President of the Association. Requests for meetings shall contain specific statements as to the reasons for request.

B. Following a request for a negotiations meeting, an agreement shall be reached by members of the negotiating committee within ten (10) days of the request, as to the time and place of the first meeting. The meeting shall be held within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. Such meetings shall be conducted after the regular school day. The negotiation meetings shall be conducted in executive session only.

C. Representative members of the Board or their designated full-time administrative representatives and designated representatives of the Association will negotiate in good faith. Representation shall be limited to four (4) representatives for each party. Neither party in any negotiations shall have any control over the selection of the negotiation representative of the other party. The parties mutually pledge their representatives shall have authority to make proposals, consider proposals and make concessions in the course of negotiations. Agreements will be taken to the main body of each group for final approval. Should the scheduled negotiating meeting necessitate an employee to leave his or her work assignment for negotiations, it will be the responsibility of the employee to make up the working time on a schedule to be determined by the person's supervisor.

D. Each negotiating meeting shall conclude with the two parties, Board and Association's representatives, mutually agreeing upon the time and place of the next meeting, unless this action is deferred by agreement.

E. The Board's representatives agree to furnish the Association's negotiation chairman, upon written request, unless books are in audit, both prior to and during negotiations, available information concerning financial resources of the District and such other information as will assist the Association in developing intelligent, accurate and constructive programs. The Association agrees to furnish available information to the Board's negotiating team to support the development of sound programs for the school district and to support its position.

F. When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association for formal approval. Following ratification by the Association, the proposal shall then be submitted to the Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall then be signed by the parties and shall become part of the official Board minutes. The agreement shall not discriminate against any employee in regard to membership or non-membership in the Association.

G. During any phase of negotiations, periodic progress reports may be released to the public, however, any such release shall have prior approval of both parties.

H. The Chairman of either negotiating committee may request a recess to confer with his or her committee. A caucus shall not exceed a one-hour time period, unless the extension of time is mutually agreed upon.

I. No action to coerce, censor, or penalize any negotiating participant shall be made or implied by any other member.

J. As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party.

K. Those matters which shall be negotiable are wages, hours, fringe benefits, working conditions, and other such matters as may be mutually agreed upon by the Board and the Association.

L. If agreement is not reached on matters being negotiated at any time prior to forty-five (45) days before the expiration of this agreement, either party may declare impasse and request that an impartial mediator be appointed. The mediator shall be appointed by the federal mediation and conciliation service.

The parties shall jointly prepare a request for a mediator and direct such request to the federal mediation conciliation service within fifteen (15) days after declaring impasse.

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party.

The mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

The mediator has no authority to recommend or to bind either party to any agreements.

The parties have established the procedures set forth in this article as there mutually agreed upon negotiations dispute resolution procedure.

ARTICLE V - BOARD POLICY BOOK AND NEGOTIATIONS AGREEMENT

The negotiated agreement will be available online on the district web site. If an employee does not have access to the Internet, employees via the central office will be provided a hard copy at no expense upon request.

ARTICLE VI - WORK HOURS

A. Overtime Assignment:

1. Rotate custodial personnel.
2. Supervisor will assign and contact personnel regarding work assignment not less than 24 hours previous to assignment unless an emergency situation arises.
3. Custodial personnel will be contacted regarding overtime assignments. The employee may refuse the assignment, thus causing the supervisor to contact the next employee in the overtime listing to be notified. Should the assignment be refused through the list, then and only then, the supervisor may accept the assignment. If, with due cause, the supervisor cannot perform the overtime work, he/she must contact the least senior employee for mandatory assignment.
4. Cooks shall be paid their regular hourly rate when required to work the days before or after school opens or closes, upon the Superintendent's approval.

B. Work Schedule – The employer agrees not to reduce any employee's contracted working hours for the duration of this agreement unless it is due to the lack of funds and/or lack of work due to attrition.

C. Overtime:

1. Standard work week shall be Sunday through Saturday.
2. All hours worked in excess of forty (40) hours per week will be paid at (1 ½).
3. All custodial and maintenance personnel work performed on Sunday will be paid at regular hourly rate unless it is overtime. In which case, it will be paid double the regular pay for custodians and maintenance personnel.
4. All work performed on Holidays will be paid at twice the regular pay.
5. Payment of overtime shall be paid the pay day following the pay period in which the overtime was approved.
6. The standard work week may be modified by the Superintendent or designee to meet District needs on a cost effective basis.

D. Call Back:

1. There shall be a minimum of two hours pay per call-in assignment.
2. The employee must remain at the site for the two-hour period.

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

F. Personnel Information for Salary Schedule:

1. Number of working days and paid holidays
2. Daily rate of pay
3. Annual salary notice
4. Overtime salary rate payment
5. Hours assigned per day
6. Non-duty, non-pay days
7. Vacation days

G. Sub-Contracting – No outsourcing and/or sub-contracting shall be used to eliminate and/or reduce any bargaining unit member's work. The Board will be permitted two transportation outsources per year.

H. Drug Testing – An employee will be paid at his/her regular hourly rate for additional time if he/she is required to go for drug or alcohol testing.

ARTICLE VII - BUS ROUTING AND EXTRA TRIPS

A. Bus Routing – Transportation personnel will be required to assist in the yearly bus routing development.

B. Route Timing – All bus drivers will be paid three (3) hours for their regular daily routes/runs and duties.

Rate for Coverage – When a regular driver subs for another driver at the request of the administration, the substituting driver will be paid his or her regular hourly experience rate.

C. Extra Trips:

1. Extra trips will be paid at the hourly rates below with a minimum time of 2 ½ hours per trip:

2021-2022	\$11.85
2022-2023	\$12.25
2023-2024	\$12.65

2. All drivers will be included in the "Extra Trip" assignment category.
3. Trips will be assigned by the Transportation Supervisor.
4. Assignments will be determined from a transportation seniority list.
5. Drivers will be paid for extra trips every two weeks.
6. Extra Trip Assignment Procedure:

Transportation personnel will be contacted regarding extra trip assignments. The employee may refuse the assignments thus causing the supervisor to contract the next employee in the Extra-Trip Assignment list. Should the assignment be refused by the next seniority employee, the supervisor then will continue through the list. Should the assignment be refused by all bus drivers, the supervisor then will offer the trip to all substitutes. If refused by all substitutes, the trip shall become mandatory for the least senior bus driver in the bargaining unit, in which case it will not be treated as the bus driver's rotation trip. (Note: All trips are in rotation)

7. The transportation supervisor will not be a part of the "extra trip" rotation, and will only take extra trips in emergency situations or when a mechanic is desired to be present.
8. Substitutes will only drive "extra trips" when no regular drivers are available.
9. Drivers who take an extra trip in lieu of their regular route will be docked at their regular rate of pay. Docked hours will be 1 ½ hours per AM or PM route, or 3 hours for the full day. That driver will receive one and a half (1.5) hours of regular pay for each 1 ½ hours docked for the trip, then extra trip rate of pay for any other time on the trip.
10. If an extra trip is rescheduled the driver who was assigned to that trip has the first choice of taking that trip before it goes to the rotation list.
11. Extra trips turned back in by the originally assigned driver will then be redistributed by the regular rotation. Junior varsity football is the only exception. If the junior varsity extra trip is assigned and the trip is cancelled, the driver assigned the junior varsity football trip will stay in the rotation.
12. All drivers must arrive 15 minutes before departure and stay 15 minutes after the extra trip to clean the bus in order to be paid for the allowable extra 30 minutes
13. All trips will be paid as a continuous trip (and not split) except for trips of less than 40 miles round trip for cross country, golf, wrestling, or track.

14. When a regular driver on a supplemental bus route takes time off, the supplemental route of the driver will be offered to all regular drivers on a day-by-day offering by seniority on a continual rotation.

D. Delays to the start of school due to weather conditions can be up to three (3) hours. If a three (3) hour delay is used, the school day would be extended one (1) hour.

E. On Board Training – When any driver is required to teach a less experienced driver one on one, he/she shall be paid at their current hourly rate for all time incurred.

F. If an extra trip is cancelled with less than two hours' notice, the driver assigned to the trip will be paid for two hours. When an extra-trip is cancelled and the driver elects to take their regular AM or PM route in lieu of the extra-trip, the driver will not be permitted to collect both the cancellation pay and the pay for their regular route.

G. The District will pay a maximum of \$75.00 for each bus driver's recertification course.

ARTICLE VIII - VACANCIES AND PROMOTIONS

A. When a vacancy occurs in a bargaining unit position, the Superintendent shall post a dated notice, indicating the position vacancy and qualifications, on a bulletin board in each school building for a period of five (5) days. Job postings and openings are to be mailed to employees during the summer months. Interested employees may have their applications considered by filing a written application with the Superintendent within the first five (5) 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 Board's right to not fill a posted vacancy.

B. Only regularly contracted employees may submit requests for the vacancy.

1. The most senior employee within the classification of the vacant position shall be awarded the vacant position for a ten (10) 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 after ten (10) work days, the next senior employee, within the same class, that signed the bid will be placed in like probationary period.

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 after ten (10) work days, the most senior (qualified) bidder will be placed in like probationary period.

C. Any employee filling a vacancy may return once to his or her prior position at any time during probationary period.

D. Vacancies or secondary vacancies that arise from this procedure will be filled with the above process one additional time only.

E. After ten (10) days in awarded job, the job will be considered the employee's regular assignment.

F. If the vacancy is not filled by the above process, the Superintendent has the right to fill the position according to his/her own procedures and discretion.

G. For purposes of this Article, seniority is defined as continuous regular employment by the Board.

H. 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.

ARTICLE IX - PERSONAL DAYS

A. Three personal days (without reason) shall be granted annually. Only one person from each classification: Cafeteria, Transportation, Custodial and Secretarial may be absent from their daily assignment, on the same calendar date by a request for personal leave being approved. Also, a substitute must be available, where necessary, before approval will be granted. Employees must have the approval of the administration before taking a personal day.

B. Twelve (12) month employees will receive an additional personal day (with reason).

C. Personal leave days must be construed to be within the guidelines established by the Board and stipulated below:

1. These days cannot be used the first or last week of school. Unused personal days will result in payment of \$50.00 for each day. Payment will be in June for nine and ten month employees. Payment will be in July for twelve-month employees.
2. May not be taken consecutively, unless approved by Superintendent.
3. May not be used to extend a vacation or holiday, unless approved by Superintendent.
4. Shall not be accumulative and shall not be charged sick leave.

ARTICLE X - CALAMITY DAYS

A. All 12-month employees shall report to work at their regular rate of pay on calamity days. All other classified employees do not have to work on any calamity days. The classified employees who are exempt from calamity days will be required to work on days that are considered make up days except alternative education days such as "blizzard bag" days. Any classified employee who reports to work and school is eventually cancelled will not get paid any additional hours.

B. When the start of the school day is delayed, secretaries will delay their arrival time accordingly.

ARTICLE XI - SICK PAY

A. Sick pay will be calculated at one and one-fourth days per month, 15 days per year, with a total accumulation of 240 days.

B. Figures regarding status on sick day accumulation will be forwarded to each employee on each payroll check.

C. Advance of Sick Leave – A maximum of five (5) days of sick leave which has not yet actually been earned shall be advanced to all regular employees who have exhausted all the sick leave they have earned. The Treasurer shall automatically advance days as required for the absence of an employee which qualifies as sick leave. The advancement shall be limited to a maximum of five (5) days advanced during any one school year.

D. Use of Sick Leave – Personal – Personnel may use sick leave for absences due to personal illness, injury or pregnancy if such condition renders the employee unable to perform their duties, or exposure to a contagious disease which could be communicated to other employees or to the students. Any employee missing three (3) or more consecutive work days will be required to furnish a doctor's note when returning to work.

E. Use of Sick Leave - Immediate Family – Sick leave may also be used for illness or injury which requires medical attention to someone in the employee's immediate family. In this section, employee's immediate family is defined to include: father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, foster child, or grandchild currently in court-ordered custody of the employee.

F. Use of Sick Leave - Death in the Immediate Family – Sick leave may also be used for death in the employee's immediate family. In this section, immediate family is defined to include all relatives listed in Section E., plus grandfather, grandmother, grandfather in-law, grandmother in-law, grandchild, foster parents, step-parents, step-child, foster child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and/or nephew.

G. Bereavement Leave - Mother, Father, Spouse, or Child (Step or Foster) – The Board provides 3 days of bereavement leave, separate from sick leave or personal days, for the death of a mother, father, spouse or child (step or foster), brother, sister, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law of the employee. Bereavement days must be used consecutively.

H. Limitations

1. Employees shall limit use of leave under Section E. to only those days when absence from duty is required because of personal responsibilities and/or personal bereavement.
2. All absences which qualifies for sick leave will be deducted from sick leave. Personal days may not be used as an alternate for sick leave.
3. All sick leave requests are subject to the approval of the Superintendent.
4. The administration may require a physician's note to be recertified every 30 calendar days.

I. Requests

1. Employees shall notify his/her immediate supervisor or designee of any absences as soon as possible so that appropriate arrangement can be made to secure a substitute.
2. On the first work day following the absence, the employee is required by O.R.C. §3319.141 to furnish a written, signed statement justifying the use of sick leave including the name and address of the attending physician if medical attention was required.
3. The employee bears full responsibility for using the Kiosk system to fill out all leave request and submitting the leave request via Kiosk to his/her immediate supervisor on the first day the employee returns to work
4. Falsification of this statement is grounds for suspension or termination of employment as provided in O.R.C. §3319.081.
5. Refusal to submit this statement electronically within a timely fashion will result in an unauthorized absence and will result in a reduction in pay for the days in question until the appropriate electronic

form is properly completed and submitted. Once the fiscal year closes (July 1), all days not entered into the electronic absence report will result in the forfeiture of pay for the employee.

J. Sick Leave Bank – When in the judgement of an employee’s physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of an employee and/or his/her immediate family (as defined in Article XI, Section E) and additional days are still needed, then he/she may request from the OAPSE Local No. 558 that additional days be transferred from other employees’ accumulated sick leave on a volunteer basis. The Local No. 558 President and the Treasurer of the Board shall establish a procedure for the transfer.

These additional limitations will apply to this paragraph:

1. Donations from an employee must be in units of one (1).
2. It cannot be used if the employee has applied for and been granted disability leave.
3. No more days can be given than needed by the employee to serve the regular school year.
4. The employee must exhaust his/her own sick leave first.
5. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated days.

ARTICLE XII - HOLIDAYS/VACATION

A. The following holiday schedule shall be observed with pay by the twelve-month employees:

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

B. The following holiday schedule shall be observed with pay by the nine and ten-month employees:

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

C. In any school year when the school administration decides to use Martin Luther King Day and/or President's Day as a student make-up day, then Martin Luther King Day and/or President's Day will not be an observed holiday with pay. Full-time twelve-month employees shall, in lieu of Martin Luther King Day and/or President's Day that school year, have a floating holiday, which can be used as an additional vacation day by June 30 of that school year.

D. Vacation – Vacation eligibility: all bargaining unit employees employed on the basis of a scheduled work year of twelve months shall be entitled to accrue vacation with full pay in accordance with the following schedule:

<u>Years Employed by Board of Education</u>	<u>Days of Vacation</u>
0	0
1-7	10 days
8-16	15 days

17 and over

20 days

Vacation accrued during the first year of employment shall be forfeited if the employee does not complete one full year of employment with the Board.

Employees with a regularly scheduled work year of less than twelve months shall not gain vacation eligibility as a result of the extension of their work year by voluntary election of available summer work.

Up to a maximum of five (5) unused vacation days can be carried over for one year, but must be used by the end of the next fiscal year.

ARTICLE XIII - OAPSE DELEGATE

Two representatives from the Association local chapter will be granted the necessary days to attend the annual state meeting and will receive their regular compensation while representing the local chapter.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific Article or section of this Agreement. If a grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted thru the following grievance procedure.
2. A "grievant" shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group grievance" shall have arisen out of identical circumstances affecting each member of said group.
3. "Day" shall mean Mondays through Fridays except for employees' paid holidays.

B. Grievance Procedure

Step 1: Within five (5) days of the time a grievance arises or knowledge of a grievance, the employee or local Association officials will present the grievance in writing to the supervisor or the appropriate designated person. Within five (5) working days after presentation of the grievance, the supervisor or designee shall give an answer in writing to the employee after holding hearing with employee.

Step 2: If the grievance is not resolved in Step 1, the employee or the local Association representative may, within five (5) working days of receipt of the Supervisor's answer, submit to the Superintendent, or his/her designated representative, the answer at Step 1 with the original grievance statement. The Superintendent or his/her designated representative shall give the employee or the local Association representative an answer in writing no later than five (5) working days after receipt of the written grievance after holding hearing with employee.

Step 3: In the event that the dispute has not been satisfactorily settled by the above Steps of the grievance procedure, the Association may request arbitration by giving the Board written notice of its desire to arbitrate, which must be received by the Treasurer of the Board within ten (10) days of the Step 2 answer, in which event the grievance shall be arbitrated according to the following procedure:

The Association must file a request for arbitration with the American Arbitration Association within 120 calendar days of filing its written notice of desire to arbitrate to the Treasurer. Promptly after the filing of a timely appeal to arbitration as described above, the Association and the Board shall request in writing the American Arbitration Association to furnish the parties with a list of seven (7) arbitrators. Should no arbitrator be found mutually acceptable from this list, the American Arbitration Association shall submit a second arbitrator list, from which the parties shall select an arbitrator by the alternate strike method. It is the intention of the parties that the arbitrator so selected shall have only one grievance submitted to him for determination and that multiple grievance arbitration shall not be permitted. However, it is understood that the parties by mutual agreement can select an arbitrator of their own choosing without regard to the above procedure and also by mutual agreement can agree to the arbitration of more than one grievance at a time in appropriate cases.

C. Grievance Forms

1. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement.
2. Such forms must provide for naming of the specific Article of the Agreement referring to the alleged violation and shall state the contention of the employee or the Association, and shall indicate the relief requested.
3. The agreed to grievance form shall be made available to any employee requesting such, either through his/her supervisor or the local Association representative.

D. Time Limits

1. Within the time limit in that step, any grievance not advanced to the next step by the grievant or the local Association representative, shall be deemed resolved by the Administration's last answer.
2. If there is no timely Step 1 response, the grievance shall be considered automatically appealed to Step 3. If there is not timely response at Step 2, the Association may appeal to arbitration.
3. Time limits may be extended by the Administration and the local Association officials in writing; then the new date shall prevail.

E. Power of the Arbitrator

1. The expense of the arbitrator as well as the other joint expenses of holding the arbitration shall be borne equally. Each party shall bear the expenses which it incurs.
2. The jurisdiction and the authority of the arbitrator and his/her opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He/she 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.
3. 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 shall expressly confine himself to the precise issue(s) submitted for 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 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.

4. 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 a 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 Association's and the Board's representatives shall be final and binding upon the grievant, the Association, the Administration and the Board.

ARTICLE XV - PAYROLL PRACTICES

A. Pay Periods – Regular employees' salaries shall be paid in twenty-six (26) installments every other Friday, beginning when the employee has actually worked for the Board for a minimum of eight (8) regular contract days in any particular school year.

B. Direct Deposit – Payroll will be distributed electronically every two weeks with the exception of when not enough days have been worked before the end of the pay period and there needs to be a lag in the pay.

C. Payroll Deductions – The Treasurer of the Board shall make payroll deductions of Association dues based upon individual written employee authorizations. The Association President shall submit to the Treasurer any new authorizations. Written authorizations shall be continuous and remain in effect unless revoked in writing by the employee in compliance with the membership application. A copy of the membership application will be provided upon request of the employee. If the dues deduction is not revoked, it shall remain in effect from school year to school year. The Association President must advise the Treasurer of the Board in writing on or before September 1 that the amount of dues to be deducted during the school year. Authorizations may be submitted during the school year for dues deductions over the remainder of the pay deductions in that year. The Association must inform the Treasurer in writing of the amount to be deducted in such cases when the deduction is to begin. State deductions will be based on 24 equal installments. The local dues will be withheld with the first state deduction and forwarded to the local Treasurer. Employees may also have payroll deductions upon individual written authorization for the following:

1. TopMark Federal Credit Union.
2. Tax shelter annuity. A list of no more than ten (10) shall be provided to the Treasurer on or before September 30 of each year and must be the same list as presented by the teachers' association.
3. Board approved insurances.
4. The Employer agrees to deduct from the wages of any employee who is a member of the Union PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name

of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

5. All deduction will be in equal amounts twice each month, the total monthly amount payable by the Treasurer at the end of the month. Such enrollment periods shall be open from the first day of school until September 30, subject to other insurance dates.

D. SERS Paper Pick-Up – Consistent with the provisions of Internal Revenue Service Ruling 77-462, 81-35, and 81-36, effective for earnings after July 1, 1996, the Board shall pick-up each employee's mandatory contributions to the School Employees Retirement System of Ohio (SERS), provided that no employee's total salary is increased by such pick-up nor is the Board's total contribution to SERS increased thereby.

E. The Association shall defend, indemnify, and hold harmless the Board, its individual members, the treasurer, and any and all other officials and employees of the Board against any and all claims arising from or in any way related to the deductions in this article.

F. The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization represented employees in the unit covered by this agreement.

ARTICLE XVI - SEVERANCE PAY

A. An employee with five (5) or more years of service to the Board of Education shall, at the time of retirement, be paid in cash for one-fourth the value of his or her accrued but unused sick leave credit, such payment not to exceed the value of: 46 days of accrued but unused sick leave. The employee's retirement must occur within 90 days of the last active work day for the Board.

B. The payment shall be based on the employee's regular per diem rate at the time of retirement, if during the school year, or at the regular per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued, but unused by the employee at the time payment is made.

C. The payment shall be made within 30 days of the time of retirement. "Time of retirement" under this Article shall be the date on which the Board receives written notice that the employee has begun receiving service retirement benefits from SERS or notice that a physician(s) appointed by the SERS has determined the employee to be qualified for a disability retirement or has recommended disability retirement.

ARTICLE XVII - SCHOOL CALENDAR

Upon Board adoption of the school calendar for the next school year, each employee shall be given a copy, which will include:

- A. Open House Day and Time
- B. Parent Teacher Conference Days and Times
- C. Student Attendance Days
- D. Teacher Attendance Days
- E. Holidays - Paid

The Association recognizes that the Board of Education has the authority to adopt the school calendar and to revise it as required by acts of God or changes in the Ohio Law. Therefore, should any extensions of the lengths of the school day or school year be required due to calamity or otherwise, the Association shall be afforded reasonable notice.

The official closing of schools by the Superintendent of schools because of severe weather and/or emergency conditions shall not result in the loss of pay.

ARTICLE XVIII - EMPLOYEE SUSPENSION AND TERMINATION

A. An employee may be suspended or terminated during his/her contract of employment only for just cause. Before imposing any such action, the Superintendent or his/her 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 the Association president or other representative of the Association.

B. The Superintendent may impose a suspension for up to 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 an employee. Such actions shall be subject to the grievance procedure.

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

D. Disciplinary actions shall be based on procedures which include the following:

1. The employee shall normally receive at least three (3) work days' prior written notice of a conference or hearing which indicates the specific nature of the concern(s) which led to the conference or hearing. In the case of a safety issue, the Superintendent may, at his/her discretion, waive the three-day prior notice, with notice to the local president.

2. The employee shall have the right to be represented by a Union Steward or other OAPSE representative.

3. The employee shall have the right to present witnesses and to question any witnesses presented by the Board.

4. The employee shall have the right to present any related evidence in his/her behalf.

E. Each newly hired employee shall serve a three-month probationary period. A probationary discharge from employment is at the sole and unilateral discretion of the administration and shall not be subject to the grievance procedure. If the employee is retained beyond his/her probationary period, then the employee will be covered by the contract sequence in R.C. 3319.081.

ARTICLE XIX - INSURANCE BENEFITS

A. Life Insurance: The Board will provide group term life insurance in the amount of \$25,000 for each employee for the term of his/her contract.

B. Medical Insurance: The Board may select and change the benefit plan(s).

The Board of Education's contribution to single, family, or other enrollment of medical insurance benefits, is 85% of the premium of the plan in which the employee enrolls. Employees beginning employment after July 1, 2008 will be eligible for Board assisted payment of a single plan only. If the employee desires a family plan, they will pay the additional premium in its entirety.

Where more than one spouse is employed by the Board, the Board will pay 100% of the cost of two (2) single plans or, if there are other dependents, 100% of the cost for one family plan.

The Board will continue its past practice as to eligibility of employees for full benefits

C. Dental Insurance: Employees may, if they desire, have dental coverage. The Board of Education will pay 85 percent of the premium for dental coverage as offered by the Board of Education. The Board may select and change the benefit plan(s).

D. The Board in its sole discretion may select the carrier(s) for any insurance benefits, or may provide such benefits through a partially or fully self-funded arrangement.

E. Flexible Spending Plan:

1. Classified employees not participating in the health insurance plan: The Board will place \$500 in a flexible spending plan. The employee may add funds, allowed by IRS rules, to the account, by payroll deduction. Those funds will be considered an IRS shelter.
2. Classified employees enrolled in the health insurance plan: May participate in the flexible spending plan using their own funds through payroll deductions. The amount will depend on IRS rules. Those funds will be considered an IRS shelter.
3. The program will be administered by a vendor selected by the Board. The yearly enrollment fee and the monthly processing charge will be paid by the Board.
4. An employee who received the \$500 Board contribution must repay to the Board any amount used if they enroll in the health insurance program during the year.
5. The Board agrees not to reduce any coverage of the above items for the duration of the agreement.

ARTICLE XX - WAGES

The Board shall pay wages in accordance with the attached salary schedules. (See appendix.)

The extra trip rate is effective for trips on or after July 1, if there is an increase for a new school year.

Extra Trips would be calculated with a minimum of 2 1/2 hours' time. In the case of an overnight trip, the bus driver will be paid at the extra trip rate for all drive time and on-duty, non-driving time. Drivers who take an overnight trip in lieu of their regular route will be paid their regular rate for any route hours docked. Hours cannot be pyramided.

The bus driver will be paid a maximum of 12 hours for each 24-hour period. The clock resumes again the 25th hour. The 24-hour period begins when the driver pre-trips the bus for departure from the school. The bus driver on-duty time ends when the activity group arrives back at the hotel for the night and begins 15 minutes before departure of the group for the activity the next day. Room/board expenses will be reimbursed by the Board according to professional leave regulations.

ARTICLE XXI - WAIVER OF NEGOTIATIONS

Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all items appropriate to collective bargaining and this Agreement contains their complete resolution of all such items. Except as provided with respect to insurance benefits, each party waives its right to initiate bargaining or to submit any additional item for negotiations during the term of this Agreement. Each party agrees to comply with all the terms of this Agreement for its duration unless by mutual agreement the parties through its bargaining representatives agree in writing to change, amend or modify a term(s) of this Agreement.

ARTICLE XXII - ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any employee covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any employee within the 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, amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way effect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

ARTICLE XXIII - REDUCTION IN FORCE POLICY

When it becomes necessary for the Allen East Board of Education to eliminate a position or to replace a position due to the return to work of an employee on leave, the following process will be followed:

- A. The least senior employee hired in that position area will be the employee reduced in force.
- B. The employee reduced will be placed on a recall list for a period of 2 years.
- C. The first opening after bidding that becomes available in that job category will be offered to the employee who is listed first on the recall list, etc.
- D. While on the recall list, the employee affected may for 18 months at his/her cost purchase health insurance through Allen East Local Schools.
- E. While on the recall list, the employee if they so desire, may request a substitute contract for that job category.

ARTICLE XXIV - ORIENTATION DAY ASSOCIATION MEETING

All classified employees, not members of the management team, as a part of orientation day must attend the OAPSE meeting for informational purposes. The Superintendent will introduce the Local 558 representative to all employees for an explanation of the benefits of membership. Membership is a decision of an individual employee.

ARTICLE XXV – CUSTODIAN UNIFORMS

Each custodian shall receive three (3) t-shirts per year.

ARTICLE XXVI - OSHA

Employees are encouraged to immediately report any unsafe working situations they may notice to their supervisor.

ARTICLE XXVII - FAMILY MEDICAL LEAVE ACT

The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Medical Leave Act. Only to the extent that the Family Medical Leave Act mandates leave rights and benefits beyond those provided in this Agreement. Those incremental leave of absence rights and benefits shall be accorded to employees eligible therefore under the Act and regulations issues pursuant to it.

ARTICLE XXVIII - LEAVE OF ABSENCE

Leaves of absence without pay are governed by O.R.C. §3319.13. Employees will not accrue sick leave when on an unpaid leave of absence in excess of 20 calendar days. Sick leave accrual will continue on the first of the month when the employee returns to their regularly scheduled position.

ARTICLE XXIX - ASSAULT LEAVE

Assault Leave

A. "Assault" means the causing of or attempt to cause physical harm to a classified employee by any person when the classified employee charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

B. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a classified employee who:

1. Is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked.
2. Files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code.

The classified employee shall be granted the aforementioned assault leave and shall be maintained in full pay status, up to a maximum of thirty (30) working days, for absence resulting from an assault.

C. A classified employee shall be granted assault leave according to the following rules:

1. The incident resulting in the absence of the classified employee must have occurred during the course of employment with the Board while on the Board premises or at Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a classified employee may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the classified employee's performance of his or her job duties.
2. Upon notice to the Principal or Superintendent that an assault upon a classified employee has been committed, a classified employee having information related to such assault shall, as soon as

possible, prepare a written statement embracing all facts within the classified employee's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.

3. To qualify for assault leave the classified employee shall furnish a certification from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

4. A classified employee shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.

5. Classified employees shall not be permitted to accrue assault leave.

6. Payment for assault leave shall be at the assaulted classified employee's rate of pay in effect at the time of the assault.

7. Payment under this Article shall constitute the classified employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code except to the extent the assault disability exceeds the days allowable under paragraph (B) above.

ARTICLE XXX – ATTENDANCE BONUS

All employees who receive benefits will receive a \$150 bonus for each academic semester (July through end of first semester and the beginning of the second semester through June 30) for perfect attendance (calamity days, jury duty, vacation, bereavement, and military leave do not count). It is the employee's responsibility to request the bonus (in writing) from the Treasurer prior to February 28 (for first semester) or July 31 (for second semester).

ARTICLE XXXI – CERTIFIED ORTHOPEDIC AIDE

If a Certified Orthopedic Aide is required per a student's Individual Education Plan, the aide will receive an additional \$0.75 per hour as long as the IEP is in force. If the student is absent for more than five (5) consecutive school days, the aide will be scheduled and paid on an as-needed basis. If the student's IEP no longer requires an Orthopedic Aide, or the student no longer requires an education within the Allen East school building, the employee's pay will revert to the regular Aide pay scale (no additional \$0.75) on an "as needed" basis.

ARTICLE XXXII - AIDES

All aides working on a regularly scheduled assignment will receive the following benefits while maintaining their as-needed contract and status:

Article IX – Personal Days – Aides will fall under Article XI to receive three (3) unrestricted personal days falling under all the guidelines of Article IX sections A and C.

Article X – Calamity Days - it will be understood that aides will be paid for calamity days and not be required to work on days school is called off for inclement weather.

Article XI – Sick Pay – Aides will be afforded all the benefits given all other OAPSE bargaining unit members under Article XI sick pay sections A, B, C, D, E, F, G, H, I, and J.

Article XII – Holidays/Vacation – Aides will be afforded all the benefits given all other OAPSE bargaining unit members under Article XII sections B & E.

Only aides working a minimum of 7.5 hours per day on a regularly scheduled assignment will receive the following benefits while maintaining their as-needed contract and status:

Article XIX – Insurance Benefits – Aides will be afforded all the benefits given all other OAPSE bargaining unit members under Article XIX sections A, B, C, D, and E.

Regularly scheduled assignment means working a minimum of four (4) days a week for five (5) hours per day.


ARTICLE XXXIII – FAMILY MILITARY LEAVE

An employee will be given three (3) days per year to attend military events (immediately prior to or returning from deployment out of the country, or graduation), for their spouse and/or children who are actively serving in a branch of the US military. Family military leave shall not be deducted from sick leave or any other leave.

ARTICLE XXXIV - DURATION

This Agreement shall become effective on July 1, 2021 and continue in full force and effect through June 30, 2024. Either party may give written notice of its desire to terminate the Agreement or to modify or negotiate a successor contract at least sixty (60) days before the expiration of the Agreement. If no such written notice is given, this Agreement will be renewed automatically for one year.


FOR OAPSE AND CHAPTER 558




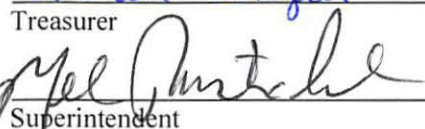
Kathy Hutchinson

Sharon Grant

FOR THE ALLEN EAST LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION



President of the Board


Treasurer


Superintendent

DATE: June 30, 2021

DATE: June 30, 2021


O.R.C. §5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Allen East Local School District Board of Education has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board of Education and OAPSE 558, effective from July 1, 2021 through June 30, 2024.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



President of the Board



Treasurer



Superintendent

DATE: **June 30, 2021**

APPENDIX – SALARY SCHEDULES

**ALLEN EAST LOCAL SCHOOLS
SALARY SCHEDULE
BUS DRIVERS (187 Days - 3 Hours Per Day)
EFFECTIVE 7/1/2021**

2021-2022 2022-2023 2023-2024
\$ 0.50 \$ 0.50 \$ 0.50

EMPLOYEES HIRED PRIOR TO JULY 1, 1996

EXPERIENCE			
0	\$18.73	\$18.73	\$18.73
1	\$19.23	\$19.23	\$19.23
2	\$19.74	\$19.74	\$19.74
3	\$20.24	\$20.24	\$20.24
4	\$20.74	\$20.74	\$20.74
10	\$20.84	\$20.84	\$20.84
15	\$21.04	\$21.04	\$21.04
20	\$21.24	\$21.24	\$21.24
23	\$21.44	\$21.44	\$21.44
27	\$21.64	\$21.64	\$21.64

EMPLOYEES HIRED AFTER JULY 1, 1996

EXPERIENCE			
0	\$17.10	\$17.60	\$18.10
1	\$17.40	\$17.90	\$18.40
2	\$17.70	\$18.20	\$18.70
3	\$18.00	\$18.50	\$19.00
4	\$18.30	\$18.80	\$19.30
5	\$18.60	\$19.10	\$19.60
6	\$18.90	\$19.40	\$19.90
7	\$19.20	\$19.70	\$20.20
8	\$19.50	\$20.00	\$20.50
9	\$19.80	\$20.30	\$20.80
10	\$20.10	\$20.60	\$21.10
15	\$20.40	\$20.90	\$21.40
20	\$20.70	\$21.20	\$21.70
23	\$21.00	\$21.50	\$22.00
27	\$21.30	\$21.80	\$22.30

**ALLEN EAST LOCAL SCHOOLS
SALARY SCHEDULE
COOKS/CASHIERS (187 Days - 5 Hours Per Day)
EFFECTIVE 7/1/2021**

2021-2022 2022-2023 2023-2024
\$ 0.20 \$ 0.20 \$ 0.20

EXPERIENCE			
0	\$14.32	\$14.52	\$14.72
1	\$14.42	\$14.62	\$14.82
2	\$14.52	\$14.72	\$14.92
3	\$14.62	\$14.82	\$15.02
4	\$14.72	\$14.92	\$15.12
5	\$14.82	\$15.02	\$15.22
6	\$14.92	\$15.12	\$15.32
7	\$15.02	\$15.22	\$15.42
8	\$15.12	\$15.32	\$15.52
9	\$15.22	\$15.42	\$15.62
10	\$15.32	\$15.52	\$15.72
15	\$15.42	\$15.62	\$15.82
20	\$15.52	\$15.72	\$15.92
23	\$15.62	\$15.82	\$16.02
27	\$15.72	\$15.92	\$16.12

**ALLEN EAST LOCAL SCHOOLS
SALARY SCHEDULE
CUSTODIANS (260 DAYS - 8 Hours Per Day)
EFFECTIVE 7/1/2021**

2021-2022 2022-2023 2023-2024
\$ 0.50 \$ 0.50 \$ 0.50

EXPERIENCE			
0	\$15.17	\$15.67	\$16.17
1	\$15.47	\$15.97	\$16.47
2	\$15.77	\$16.27	\$16.77
3	\$16.07	\$16.57	\$17.07
4	\$16.37	\$16.87	\$17.37
5	\$16.67	\$17.17	\$17.67
6	\$16.97	\$17.47	\$17.97
7	\$17.27	\$17.77	\$18.27
8	\$17.57	\$18.07	\$18.57
9	\$17.87	\$18.37	\$18.87
10	\$18.17	\$18.67	\$19.17
15	\$18.47	\$18.97	\$19.47
20	\$18.77	\$19.27	\$19.77
23	\$19.07	\$19.57	\$20.07
27	\$19.37	\$19.87	\$20.37

**ALLEN EAST LOCAL SCHOOLS
SALARY SCHEDULE
HEAD SECRETARY (217 Days)
EFFECTIVE 7/1/2021**

2021-2022 2022-2023 2023-2024
\$ 0.30 \$ 0.30 \$ 0.30

EXPERIENCE			
0	\$14.35	\$14.65	\$14.95
1	\$14.65	\$14.95	\$15.25
2	\$14.95	\$15.25	\$15.55
3	\$15.25	\$15.55	\$15.85
4	\$15.55	\$15.85	\$16.15
5	\$15.85	\$16.15	\$16.45
6	\$16.15	\$16.45	\$16.75
7	\$16.45	\$16.75	\$17.05
8	\$16.75	\$17.05	\$17.35
9	\$17.05	\$17.35	\$17.65
10	\$17.35	\$17.65	\$17.95
15	\$17.65	\$17.95	\$18.25
20	\$17.95	\$18.25	\$18.55
23	\$18.25	\$18.55	\$18.85
27	\$18.55	\$18.85	\$19.15

**ALLEN EAST LOCAL SCHOOLS
SALARY SCHEDULE
ATTENDANCE & ELEMENTARY SECRETARIES (197 Days)
EFFECTIVE 7/1/2021**

2021-2022 2022-2023 2023-2024
\$ 0.30 \$ 0.30 \$ 0.30

EXPERIENCE			
0	\$13.94	\$14.24	\$14.54
1	\$14.24	\$14.54	\$14.84
2	\$14.54	\$14.84	\$15.14
3	\$14.84	\$15.14	\$15.44
4	\$15.14	\$15.44	\$15.74
5	\$15.44	\$15.74	\$16.04
6	\$15.74	\$16.04	\$16.34
7	\$16.04	\$16.34	\$16.64
8	\$16.34	\$16.64	\$16.94
9	\$16.64	\$16.94	\$17.24
10	\$16.94	\$17.24	\$17.54
15	\$17.24	\$17.54	\$17.84
20	\$17.54	\$17.84	\$18.14
23	\$17.84	\$18.14	\$18.44
27	\$18.14	\$18.44	\$18.74

**ALLEN EAST LOCAL SCHOOLS
SALARY SCHEDULE
EDUCATIONAL AIDES
EFFECTIVE 7/1/2021**

2021-2022 2022-2023 2023-2024
\$ 0.60 \$ 0.60 \$ 0.60

EXPERIENCE			
0	\$11.20	\$11.80	\$12.40 *
1	\$11.50	\$12.10	\$12.70
2	\$11.80	\$12.40	\$13.00
3	\$12.10	\$12.70	\$13.30
4	\$12.40	\$13.00	\$13.60
5	\$12.70	\$13.30	\$13.90
6	\$13.00	\$13.60	\$14.20
7	\$13.30	\$13.90	\$14.50
8	\$13.60	\$14.20	\$14.80
9	\$13.90	\$14.50	\$15.10
10	\$14.20	\$14.80	\$15.40
15	\$14.50	\$15.10	\$15.70
20	\$14.80	\$15.40	\$16.00
23	\$15.10	\$15.70	\$16.30
27	\$15.40	\$16.00	\$16.60

*Orthopedic Aide follows negotiated contract, additional \$0.75 per hour

OAPSE LOCAL 558
GRIEVANCE FACT SHEET

This form is to be used by the steward to aid in investigating a grievance. The FACT SHEET outlines the information that will be necessary to develop a strong case. Use additional pages to document all the details. DO NOT TURN THIS FORM INTO MANAGEMENT. THIS INFORMATION IS FOR THE UNION'S USE ONLY.

GRIEVANT _____ DEPARTMENT _____

CLASSIFICATION _____ DATE OF HIRE _____

What Happened? Also, describe incidents which gave rise to the grievance:

Who was involved? Give names and titles (include witnesses)

When did it occur? Give day, time, date(s)

Why is this a grievance? What is management violating: contract, rules and regulations, unfair treatment, existing policy, past practice, local, state, federal laws, etc.

What adjustment is required? What must management do to correct the problem?

Additional comments. Use reverse side if needed

GRIEVANT'S SIGNATURE _____ DATE _____

STEWARD _____ DATE _____

GRIEVANT'S HOME ADDRESS _____

NOTE: A COPY OF THIS FORM TO BE COMPLETED BY STEWARD OR OFFICER FILING GRIEVANCE AND TO BE TURNED IN TO LOCAL GRIEVANCE FILE ALONG WITH COPY OF GRIEVANCE AND DISPOSITION.

OAPSE LOCAL 558
OFFICIAL GRIEVANCE FORM

NAME(S) OF GRIEVANT(S) _____

Phone Number _____ Email Address _____

IS THIS A CLASS ACTION GRIEVANCE? YES NO
CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

Statement of Grievance: _____

Remedy Requested: _____

Date Presented to Management Representative _____

Title _____

Management's Signature _____

Management's Disposition of Grievance: _____

I authorize the OAPSE Local 558 as my representative to act for me in the disposition of this grievance.

Signature of Employee _____ Date _____

Signature of Union Representative _____ Title _____

Withdraw Authorization

I _____ knowingly, hereby agree to withdraw this grievance.

Grievant's Signature _____ Date _____

Allen East Local Schools

9105 Harding Highway
Harrod, Ohio 45850
Phone (419) 648-3333
Fax (419) 648-5282
www.ae.k12.oh.us



Mel Rentschler, Superintendent
Andrea Snyder, Treasurer/CFO
Jeff Ampoker, High School Principal
Heather Patterson, Middle School Principal
Tiffini Flugga, Elementary Principal
Amanda Fetter, Special Education Director
Allan King Jr., Athletic Director

Memorandum of Understanding

OAPSE 558 & Allen East Board of Education

For the 2023-2024 school year, classified employees (excluding custodians), will be able to declare if they want to work the prescribed work days as stated in the collective bargaining agreement between the Allen East Board of Education & OAPSE Local 558 July 1, 2021 through June 30, 2024, or work a revised work calendar with 8 less work days. This revised calendar with 8 less work days will be referred to as the "reduced work calendar" below.

The following is agreed upon:

1. The above stated MOU is for the 2023-2024 contract year only.
2. There will be no change in insurance eligibility, coverage, or premiums for any classified employee working the reduced work calendar.
3. Classified employees working the reduced work calendar will not have the reduced days count against them for the perfect attendance bonus.
4. All classified employees will see both 2023-2024 work calendars by May 1, 2023 (full work calendar and reduced work calendar).
5. All employees must declare in writing by May 22, 2023 if they are working the full work calendar or the reduced work calendar. This declaration will be binding for the 2023-2024 contract year.
6. An employee working the reduced work calendar understands and agrees to have their annual salary reduced accordingly for the full 8 work days.
7. Employees cannot choose to work some of the 8 days and be docked others.
8. Custodians are not part of this agreement in that they work a 260-day schedule.

This MOU was agreed upon on March 20, 2023 for the contract year 2023-2024.

Brian J. Rentschler
Allen East Board President

4-18-24
Date

Jeff Ampoker
Allen East Superintendent

3-31-23
Date

Andrea Snyder
Allen East Treasurer

4-18-23
Date

Kathy Hutchinson
OAPSE Local 558 President

3-31-23
Date