

OAPSE

NEGOTIATED AGREEMENT



**EVERGREEN BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
LOCAL # 528**

2022 - 2025

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NEGOTIATED AGREEMENT

1. Recognition of Association

The Board of Education of Evergreen agrees to recognize the Ohio Association of Public School Employees and its Local #528 as the sole bargaining representative for all classified employees now employed or to be employed in the following described unit during the duration of this agreement. This recognition will exclude the treasurer, superintendent, superintendent's secretary, assistant treasurer, department supervisors employed or to be employed by the Board and employees employed directly by the Board office. This recognition will be for the purpose of negotiations on matters of wages, fringe benefits, and working conditions.

The bargaining unit includes all full time and regularly scheduled short hour employees in the following positions or classifications:

Custodian
Custodial Helper
Night Custodian
Head Cook
Cook
Cashier
Vehicle Driver
Aide
Secretary
Dishwasher

A. Membership

Full time or regular short-term non-teaching personnel have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

All employees in the bargaining unit who, sixty (60) days from hire, or from the effective date of this Agreement, whichever is later, are not members in good standing of the Association, shall pay a fair share fee to the Association as a condition of employment.

The fair share amount shall be certified to the Board by the treasurer of the Association.

The deduction of the fair share fee by the Board from the payroll check of the employee shall be automatic and does not require the written authorization of the employee.

Payment to the Association of the fair share fee shall be made in accordance with the regular dues deduction as provided herein.

This fair share fee agreement between the Board and the Association does not require any employee to become a member of the Association, nor shall the fair share fee exceed dues paid by the members of the Association who are in the same bargaining unit. An internal rebate procedure by the Association and payment by employees holding religious conscientious objections shall be governed by O.R.C. 4117.09(C) and applicable Federal law.

The Union President/designee will be allowed to meet with new hires for up to thirty minutes for union orientation within the first two weeks of employment.

B. Compliance With The Law

The Board and the Association shall do everything required to comply with all the laws and regulations of the State of Ohio. If any provision of this document, or any application of the provisions of this document to any person or persons, shall be found to conflict with any Federal or State law, regulation, final ruling, or final order, whether now or hereafter enacted, then such provisions or application shall be inoperative, but the remaining provisions hereof shall continue in full force and effect. Amendments are to be made at the time the provision is found to be contrary to law.

2. Management Rights

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including the rights specified in 4117.08(C) of the Ohio Revised Code, subject to the specific terms of this agreement. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, retain employees in positions, suspend, demote, discharge, remove or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or other legitimate reasons, to determine the methods, means, employees, or persons by which Board operations shall be conducted, to direct the schedule, shift, and location of the work of employees so that the Board may operate in the most efficient manner, subject only to the specific terms of this agreement. All management rights are retained by the Board, including the sole and exclusive right to manage its operation, buildings, and facilities and to direct the work force including the rights specified in 4117.08(C) of the Ohio Revised Code, subject to the specific terms of this agreement.

3. Dues Deduction

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

Dues for the Association will be deducted in twenty (20) semi-monthly installments starting with the second pay period in November.

Enrollment for dues deductions shall be made upon submission of the signed authorization form to the Treasurer. Dues deduction authorization may be revoked per the Membership Application. Dues deduction authorization not revoked per the Membership Application shall continue for a successive period of one year.

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

A. AFSCME-PEOPLE

The Board agrees to deduct from the wages on any member an AFSCME-PEOPLE deduction as provided for in the written authorization. Such authorization must be executed by the employee and may be revoked by the member at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the union, on a monthly basis, together with an itemized statement showing the name of each member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

4. Negotiation Procedures

Representatives of the Board of Education and representatives of the Association shall be limited to no more than four (4) members from each party. Neither party shall have control over selection of the other party's members. Negotiation meetings shall be private and confidential. Each team shall have the authority to reach tentative agreement with the intent to recommend.

Either party shall indicate their desire to negotiate at least 90 days prior to the expiration of the contract. The parties will attempt to hold their initial session mid-to-late April or as near as possible.

Upon request of either party, the negotiation meetings shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

The parties agree that during the period of negotiations and prior to reaching agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless said release has prior approval of both parties.

The parties agree to furnish, upon written request and in reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals. Each party shall have access to available information in such form as it may exist.

All issues for negotiations shall be submitted in writing at the initial bargaining session, unless mutually agreed to exchange proposals in advance. No further issues shall be submitted without mutual agreement.

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

All parts of the existing agreement on which neither party has proposed changes shall be considered as having been agreed to for the new contract.

5. Agreement and Disagreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. When adopted by the Board, the agreement shall become part of the official board minutes and binding on both parties. Said agreement shall be signed by the Board's representative and by the Association's representative.

In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall then have the option of declaring that an impasse exists. When an impasse occurs, the party declaring the impasse shall submit to the other party, in writing within 10 days, a statement of the items on which the impasse is based. Following submission of this statement, both parties shall meet at a mutually agreed upon time, within 10 days, to agree upon further steps to resolve the impasse. Upon request of either party the local office of the Federal Mediation and Conciliation Service (FMCS) will be contacted to lend assistance in resolving the impasse. Impasse procedures shall last for 30 days unless otherwise mutually agreed upon. Costs of impasse procedures will be assessed according to mutual agreement by the two parties.

6. Workers' Compensation

All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio in case of injury or death incurred in the course of or arising out of their employment.

An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative, and an accident report must be completed utilizing the process specified by the District (currently online via PublicSchoolWorks).

7. Allowances for Travel and Aide Certification

Understanding that at times it may be necessary for classified employees of the Evergreen Board of Education to use their own vehicles in the performance of their regularly scheduled duties, the Board of Education shall reimburse said employees of OAPSE Local #528 at the IRS standard mileage rate. Payment shall be made only according to the following regulations:

For driving during regular working hours or at other times as designated by the building principal or central office administration.

Any driving for reimbursement purposes must be only after prior approval of the building principal or central office administration.

The Board of Education shall pay each aide's certification fee upon each renewal.

8. Family Leave Act, Personal Leave, Unpaid Leave, Court Leave, and/or SERB Appearances

A. Family Medical Leave

When a bargaining unit member receives an unpaid leave for maternity/paternity or medical reasons, the member will receive the benefits after completed reporting as required by the Federal Family and Medical Leave Act of 1993.

To be eligible for FMLA leave, the employee must have worked for the District for at least twelve (12) months and must have provided at least 1,000 hours of service for the District during the twelve (12) months before the beginning of the leave.

During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a member on the active payroll to continue participation in their insurance programs, provided the member pays their portion of the premiums to the Treasurer at least five (5) days prior to the beginning of the

month that is being covered. The FMLA year shall be a rolling year beginning with the first use of FMLA by an employee. An employee is not required to use paid days in lieu of FMLA.

B. Personal Leave

All employees shall be entitled to three (3) days of personal leave per contract year. Use of these personal days shall result in no loss of pay nor shall these days be deducted from the employee's accumulated sick leave, nor shall these days be used by the employee in lieu of sick leave. Personal leave will not be approved on days preceding or following holidays or school vacation days. Personal leave will not be approved when an employee is receiving remuneration from the Evergreen School District.

Where possible Personal Leave must be requested five (5) days prior to the date of use.

Requests for personal leave must be submitted online and shall be filled out by the employee for approval. This should be done before the personal day is taken by the employee except, except in an emergency. This is the employee's responsibility.

Employees not utilizing all of their three (3) personal days shall be entitled to their daily rate for each unused personal day or portion thereof. Said payment shall be included with the last pay of June of each year. In lieu of payment for one unused personal day, members have the option of rolling one (1) day over to the next school year. Available personal days may not exceed four days per school year. If any member does not indicate their desire to roll over a personal day prior to the last day of school, all unused personal days will be paid as per contract.

C. Emergency Personal Leave

Once all accumulated personal leave days have been used, then all employees will receive an additional personal leave day, without loss of pay, for emergency leave from normal duties. Said leave will require an explanation, signed by the employee giving reason or justification. Emergencies shall be defined as follows:

Personal accidents to member of the employee's family, i.e., father, mother, spouse, child, father-in-law, and mother-in-law.

Disaster affecting the employee's family or family property. For the purpose of this provision, a "disaster" shall be defined as a "sudden, unexpected and unanticipated calamitous event which produces material damage, loss, and distress." Examples of a disaster include, but are not limited to, a flood or tornado causing damage to the residence of the employee.

Notification to the direct supervisor, building principal or superintendent will be made as soon as possible.

D. Unpaid Leave

An employee may request an unpaid personal day through written request to their immediate supervisor. Where possible Unpaid Leave must be requested five (5) days prior to the date of use.

All unpaid leave must be approved by the superintendent. The employee will be docked at the current rate of pay for up to seven (7) days. For any additional days, the employee will be docked pay and health insurance compensation.

Upon the written request of a regular non-teaching school employee, the Board of Education may grant a leave of absence for a period of not more than two consecutive school years for educational, illness or other disability is the reason for the request.

E. Grievance / Jury Duty / SERB Leave

A staff member who is summoned for jury duty during normal working hours will turn over the court's check for the per diem allowance for jury duty to the Board. The Board will then pay the employee their regular daily rate as would normally be paid according to payroll procedures.

Staff members required to participate in proceedings of the State Employment Relations Board and/or Article 29 Grievance Procedure while on duty, shall be compensated as required by administrative policies and procedures of SERB.

9. Sick Leave Allowance

Non-certified staff members shall accrue sick leave in accordance with the provisions of Section 3319.141 of the Ohio Revised Code, at the rate of one and one-fourth (1-1/4) days for each calendar month of completed service, up to fifteen (15) days per school year. Employees may accumulate up to 265 sick days. However, for severance pay, sick leave is cumulative to a maximum of 240 days.

During each school year, each employee who has no accumulated Sick Leave shall be advanced a maximum five-day (5) Sick Leave allowance. All advanced sick leave must be repaid before additional sick leave advances can be made.

Sick leave shall be granted for the following reasons:

Personal illness of the employee

Death of a member of the immediate family (not to exceed five days). Immediate family is defined as spouse, father, mother, mother-in-law, father-in-law, brother,

sister, son, daughter, grandparents, grandchildren, niece, nephew, or a relative living within the household of the employee.

Absence, not to exceed twenty days for any one year, caused by illness in the immediate family which requires the services of a physician. After five days have been used, verification of illness by a physician may be required by the Board.

One-day absence will be granted to attend the funeral of a close friend or family member other than the immediate family.

A doctor's note may be requested before and after holidays, and/or after five (5) consecutive sick days.

Special requests for sick leave not covered in the above language shall be considered by the Superintendent on an individual basis.

A. Maternity

1. Accumulated sick leave:

- a. Sick Leave can be used by a pregnant employee before and/or after delivery, provided the employee is unable to work because of health reasons or medical appointments connected with pregnancy, delivery, or medical complications therefrom. Such leave, while under doctor's care, will be limited to a maximum of six (6) calendar weeks following the date of delivery. If additional leave is necessary for medical reasons for either the mother or the baby(ies), such leave must be certified by a physician.
- b. Sick Leave cannot be taken while on Maternity Leave under Section 2 below.

2. An unpaid leave of absence shall be granted for maternity purposes to bargaining unit members of the school district.

- a. Commencement: To take unpaid leave, the employee must notify his/her Supervisor's office, in writing, of the date the employee wishes to commence the leave of absence.
- b. Duration: The leave shall be up to one (1) year from the date of commencement. If an employee fails to notify the office of the Superintendent by April 1 of the year in which the leave was granted of the employee's intention to return to work, the position shall be deemed open and the obligation of the school district to provide a position for the employee on leave will cease.
- c. Re-entry: If an employee on maternity leave requests re-entry into the school system before one year has passed, the employee may return at the

beginning of any given nine-week period or a date mutually agreed upon by the employee and the Superintendent.

- d. Return from Leave: Upon return, the employee shall be placed in the same or a similar position for which the employee is qualified. All benefits shall be reinstated upon return; however, the employee shall not advance an increment on the salary schedule unless the employee worked at least 120 days of the school year in which the leave commenced.

B. Paternity

1. Accumulated sick leave:

- a. Sick Leave, for spousal or baby care, can be used by an employee before or after delivery for up to a maximum of ten (10) consecutive days of leave without a doctor's excuse. If the employee's spouse or baby(ies) have health reasons or medical appointments connected with pregnancy, delivery, or medical complications therefrom, paternity leave may be extended. Such leave must be certified by a physician and must be used for medical reasons for either the mother or the baby(ies).
- b. Sick Leave cannot be taken while on Paternity Leave under Section 2 below.

2. An unpaid leave of absence shall be granted for paternity purposes to employee of the school district.

- a. Commencement: To take unpaid leave, the employee must notify his/her Supervisor's office, in writing, of the date the employee wishes to commence the leave of absence.
- b. When a child is born to a spouse or the spouse encounters difficulties during the term of the pregnancy, paternity leave shall be granted.
- c. Duration: The leave shall be up to one (1) year from the date of commencement. If a bargaining unit member fails to notify the office of the Superintendent by April 1 of the year in which the leave was granted of the employee's intention to return to work, the position shall be deemed open and the obligation of the school district to provide a position for the employee will cease.
- d. Re-entry: If an employee on paternity leave requests re-entry into the school system before one year has passed, the employee may return at the beginning of any given nine-week period or a date mutually agreed upon by the employee and the Superintendent.
- e. Return from Leave: Upon return, the employee shall be placed in the same or a similar position for which the employee is qualified. All benefits shall be reinstated upon return; however, the employee shall not advance an

increment on the salary schedule unless the employee has worked at least 120 days of the school year in which the leave commenced.

C. Adoption Leave

1. Adoption of a child shall constitute just reason to request an unpaid leave of absence.
2. After proper notification, leave will begin immediately after receipt of custody. Without proper notification, leave will not be granted.
3. Duration, re-entry and return from leave are to be the same as maternity leave.

10. Attendance Incentive

Any bargaining unit member who does not use any sick days during the school year, defined as the first Evergreen student day through the last Evergreen student day, shall receive two hundred fifty dollars (\$250). Any bargaining unit member who does not use more than one sick day during the school year shall receive one hundred twenty-five dollars (\$125) (one or two half days will count as one day). This stipend shall be paid no later than the 2nd pay in June pay of the contract year in which these conditions were met.

11. Assault Leave

A staff member who is absent due to disability resulting from an attack upon said staff member which occurred on Board of Education premises or while in attendance at an official school function and in the course of said staff member's employment shall, subject to the approval of the Superintendent of Schools, be granted assault leave. During such assault leave, said employees shall be maintained on full pay basis. Sick leave will not be deducted from the employee's accumulated sick leave.

Assault leave may not be granted under this provision unless the staff member in question:

- A. Has submitted a signed, written letter justifying the granting and use of assault leave
- B. If medical attention is required, a statement from a licensed physician stating the nature and duration of the disability.

Falsification of the aforesaid-signed statements shall be grounds for suspension or termination of employment under Ohio Revised Code 3319.16.

12. Severance Pay

Severance pay shall be paid to eligible employees according to the following provisions:

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The following items must be met:

The individual must retire from the school system. Retirement means disability or service retirement under the School Employees Retirement System of Ohio.

The individual must be eligible for disability or service retirement as of the last date of employment.

The individual must, within one hundred eighty (180) days of the last date of employment, substantiate acceptance into the retirement system by having received and provided documentation of their first retirement payment, which shall be verified by the appropriate state retirement system.

Upon presentation of this evidence, the retiree shall receive his/her severance payment(s) in the calendar year he/she retires, or within 60 days.

In the event of a shortage of funds, the Treasurer may decide upon an alternate method of payment and will notify the retiree of such payment(s) in accordance with IRS regulations.

In the event of death of an employee, his or her beneficiary will receive a severance payment, providing the employee would have met service retirement qualifications at the end of the current contract year.

B. Benefit Calculation

The amount of severance pay due an employee shall be computed as follows:

The employee's accrued, but unused, sick leave shall be multiplied by one-fourth, except that the product thus obtained shall not exceed sixty (60) days of accrued, but unused, sick leave.

The product obtained in the previous paragraph shall be multiplied by the per diem rate of pay for that individual's placement on the salary schedule, including extended service. The per diem rate shall be computed by dividing the employee's total salary by the number of days which that employee is required to work under the terms of the contract in effect at the time of such retirement.

After five (5) years of continuous service with Evergreen Local Schools, a retiring employee is entitled to receive an additional \$25.00 per day for his/her accumulation of unused sick leave between the 160th and 240th day.

Receipt of severance pay, as outlined above, shall eliminate all sick leave credit accrued by the employee.

Under the District's leave plan, if an employee retires at or after the age of 55, severance pay will be paid directly into a 403(b) account established by the retiree with the District's contracted plan provider. Such payment shall be an employer non-elective contribution. No severance shall be paid unless an employee has a 403(b) account into which the payment may be made. If an employee retires before the age of 55, severance pay will be paid directly to the employee. Employees do not have discretion to choose between a cash payment and an employer non-elective contribution into their 403(b) account. If paid into a 403(b) account, severance and other post-retirement payments set forth in this Agreement shall be paid in the shortest period of time possible, while staying within the 403(b) contribution limits set forth in law. As a result, payments may be made over multiple calendar years.

13. Vacation Schedule

After completing one full year of service, full-time non-teaching employees will receive two weeks vacation with pay; after ten (10) years, three weeks vacation with pay; and after twenty (20) years, four weeks vacation with pay. In order for a non-teaching employee to qualify as full-time, he/she must be in service not less than eleven months in each calendar year.

Vacation days must be planned and approved by the superintendent. Every effort will be made to prevent interruption in direct services to students/educational process.

The current vacation leave format required by the Treasurer's Office must be completed and submitted to the superintendent at least 10 working days prior to the date(s) requested, unless an emergency exists.

14. Holidays

All eligible employees will receive the following holidays off with pay:

Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday

Memorial Day

** Juneteenth

** Independence Day

** Twelve (12) month employees only

All custodians will receive, in addition to the above stated holidays, Jr. Fair Day and the day after Thanksgiving, as a holiday with pay.

To be eligible for holiday pay, the employee must work the workday preceding the holiday and workday following the holiday, or be on an approved absence (i.e. sick leave).

15. Field Trip Assignment*

A. Definition: Trips involving the transportation of students other than on the AM/PM regular routes and preschool transportation.

B. Procedure: The Union president shall appoint one (1) or two (2) Designation Association Representative(s) (DAR) who will serve in this position from July 1 through June 30 of each year. The DAR(s) will be a full-time (4-hours per day minimum) driver for the Evergreen Schools.

C. Assignment of Trips:

1. Upon submission to the Transportation Department, the Transportation Department will record and list each trip.
2. On Monday of each week, no later than 8:00 am, the DAR will receive from the Transportation Department all current trips. The Transportation Department will post bidding sheet for review. Should Monday be a day of no school, the Transportation Department will deliver the trips to the DAR on the next workday.

D. Trip Eligibility:

1. Any member wanting to be eligible for extra trips shall place his/her name on the "extra trip" form at the August transportation meeting. There will be four (4) categories to mark:
 - a. Extra Trips: on the bid sheet
 - b. Monday through Saturday Trips: on the Emergency Call List
 - c. Sunday Trips: All lists start at the top by seniority beginning July 1 and continue to rotate until June 30.
 - d. Overnight Trips: All lists start at the top by seniority beginning July 1 and continue to rotate until June 30.

2. A member is not eligible for an extra trip if:
 - a. It interferes with his/her route or other Evergreen School District employment, with the exception of overnight trips.
 - b. The trip results in overtime payment (unless otherwise approved by the Superintendent).
3. If a member does not sign for an extra trip, it may be assigned to a substitute. If no one wants the trip, it will be assigned to the least senior member.

E. Bidding for Eligible Trips:

1. The DAR will conduct the bidding for eligible trips every other Wednesday at 8:00 am. Bid dates are subject to change due to calamity days, holidays, etc.
2. When school is canceled or not in session during the regular academic year, Regular Extra Trips will be bid on the next school day after school resumes.
3. Overnight Trips, Sunday Trips, and Emergency Trips are not defined in accordance with this provision as "Regular Extra Trips."
4. All trips departing before the next regular bid will be treated as an Emergency Trip. Emergency Trips shall be assigned on an on-call basis, unless it qualifies as a true emergency.
5. Drivers who take a drop and go trip or have a trip that is changed to drop and go shall be guaranteed a minimum of 2-hours pay.

A Driver Unable to Make the Wednesday Bid Meeting Due to:

- a. A daily route that runs later than bid time
- b. A previously scheduled extra trip
- c. Approved leave of absence
- d. Additional outside employment
 1. Driver will notify DAR in writing indicating the reason they cannot attend the bid meeting.
 2. The driver may submit an Absentee Bid Form with his/her choices in order of preference to the DAR.

Driver Extra Trip Assignment:

- a. The DAR will assign drivers to the available extra trips and submit completed paperwork to the Transportation Department following the bid meeting.
- b. The DAR shall record the acceptance or denial of trips.

- c. The Union agrees that no grievance can be filed by any bus driver directly or indirectly involved or affected by the trip bidding procedure.

Canceled Extra Trips:

- a. If a trip is rescheduled for a later date, the assigned member has the option to drive the trip on the rescheduled date.
- b. Any member showing up on the premises for an extra trip, which has not been canceled at least 2-hours prior to their arrival, shall be compensated 2-hours Extra Trip Pay at the appropriate rate.
- c. In order to receive Show Up Pay at the appropriate rate, the driver must provide the "Trip Slip" to the Transportation Department.

Trip Categories:

- a. Extra Trips are trips scheduled between AM and PM routes or following PM routes.

Extra pay will not start until contracted hours are completed: 6:00-8:00 am or 2:00 to 4:00 pm.
- b. Overnight trips involve a driver staying overnight.
- c. Emergency trips are scheduled for departure before the next regular bid date.
- d. A True Emergency Field Trip is a trip request or driver change resulting in less than 16 hours (2 workdays) to fill the position. This shall be accomplished by the DAR. If the DAR (or the DAR designee) is unavailable, the Transportation Department will fill the trip.

Returning Assigned Trips:

- a. A trip returned by a driver after acceptance will be turned back to the DAR.
- b. It is not permissible to turn in an already bid upon and accepted trip in lieu of taking another trip scheduled at the same time.
- c. Turning in a field trip is necessary from time to time. However, once the employee turns in two (2) trips for the next three (3) Bid Wednesdays, he/she is ineligible to bid.

Emergency Trips:

- a. If the DAR is unsuccessful in his/her attempt to contact a driver either in person, cell phone, personal home phone, or text message, the driver is regarded to have declined the trip.
- b. Drivers shall be given 20 minutes to respond either in person, by phone, or by text message. Failure to respond will result in the rotation progressing to the next driver.
- c. It is each driver's responsibility to update the DAR's phone records to one (1) phone number to receive the call or text message.

Rotation:

- a. Extra trips shall be assigned by seniority rotation from the extra trip list.
- b. Any member turning down an extra trip shall be skipped in the rotation until his/her name comes around again.
- c. All extra trips utilizing a school district owned school bus shall be offered to the bargaining unit prior to offering to teachers, supervisors, substitutes, etc.
- d. If a member is not assigned to a trip to which he/she should have been assigned, the sole remedy is to be placed at the top of the rotation for the next trip bidding.

Compensation:

- a. Pay for actual time engaged in the service of the Board shall be at Step 0 on the negotiated wage schedule.
- b. There shall be no payment for sleeping on an overnight trip. Overnight trips will be paid a maximum of 8 hours (actual layover time if less) per day layover time.
- c. The DAR shall receive compensation of \$1,000.00 in return for services provided. Payments will be made in equal installments the second pay in December and the first pay in June.
- d. Unless the field trip was initially bid as a drop and go or a short hour trip (under 2 hours), the field trip will be paid at a minimum of 2 hours.

16. Payment for Vehicle Drivers

Understanding that it is necessary at times for vehicle drivers to perform a certain amount of maintenance on their vehicles, the Evergreen Board of Education shall pay a maintenance fee of \$150.00 to a full-time vehicle driver, and a maintenance fee of \$65.00 to a part-time vehicle driver. Payments will be made according to the following regulations:

Vehicle drivers shall keep the interior of their vehicle, most specifically the floor, clear of dirt and waste.

Vehicle drivers shall deliver their vehicle for maintenance and service, and pick it up upon completion, unless other arrangements have been made.

Vehicle drivers shall see that rear windows, front windows, and appropriate exterior lights are free of dirt.

Vehicle drivers shall perform any other general maintenance to keep their vehicles as clean and free of dirt and waste as possible.

All drivers shall be paid at his/her regular rate of pay to do paperwork for bus routes, seating assignments, route mapping and to designate the place of safety.

This payment will be limited to up to eight (8) hours for drivers with AM/PM routes, and up to four (4) hours for drivers with a PM route only.

17. Pay Schedule for Electrical Heaters

Payment will be made to fulltime and part-time bus drivers for use of electrical heaters in the buses they drive. Regular bus route drivers will be paid \$120.00.

Payment will be made only to bus drivers who operate buses equipped for electrical heaters, and who are assigned those buses at the beginning of the school year. Should a driver be assigned a bus equipped with an electrical heater after the beginning of the school year, this driver will receive payment for the use of the electrical heater on a pro-rated basis. Payment for use of electrical heaters will be made the first pay period in December.

18. Definitions of Route/Hours/Mid-Day Segments/Shuttle Runs

A. Definitions:

1. A bus route involves a regularly assigned period of work for a driver.
2. There are three basic segments that make up a route: AM (6-8), PM (2-4) and mid-day.

3. The Transportation Supervisor will establish routes.

B. Hours:

1. There shall be a guaranteed number of hours for all full time regular drivers. The AM/PM segment shall be guaranteed a minimum of four (4) hours. The AM segment shall be a minimum of two (2) hours. The PM segment shall be a minimum of two (2) hours. The mid-day segment is guaranteed a minimum of two hours. The mid-day segment is further discussed in Section C.

Each driver will be required to perform a fifteen (15) minute pre-trip inspection at the start of each day prior to the bus leaving storage. The pre-trip inspection is considered part of the driver's two (2) hour minimum for the AM segment.

2. If a driver's combination of AM, PM and mid-day segments exceeds eight (8) scheduled hours, the parties shall meet to discuss and to modify the schedule to keep the scheduled hours per day at or under eight (8) hours, if possible.
3. Drivers reporting to work early at the request of the Transportation Supervisor shall be paid their regular rate beginning with the revised starting time and continuing through their regularly scheduled workday.
4. A bus driver may request a time study to be done if the driver is unable to complete his/her route or one of its segments within the designated time. The study shall be done by the Transportation Supervisor. Routes may be adjusted accordingly and wages paid retroactively to the day the time study was requested.
5. Any directives, which are of a permanent nature regarding students and/or schedule changes, shall be given to the driver in writing with documentation. Route sheets shall be maintained by the driver and Transportation Supervisor.

C. Mid-Day Segment:

1. A mid-day segment includes all regularly scheduled runs between the end of the AM segment and the commencement of the PM segment.
2. All mid-day segments shall be bid on a seniority basis separately from the AM/PM segments.
3. All mid-day segments shall be guaranteed a minimum of two hours a day Monday through Friday. Drivers shall be compensated at his/her regular hourly rate.

D. Bus Shuttles

1. Payment for bus shuttle runs by bus drivers to the different buildings shall be at the rate of one dollar (\$1.00) per run, per contract year.

2. Shuttle runs established before July 1, 2015 will continue to be paid as shuttle runs (grandfather clause). Once a driver being compensated for a shuttle run changes routes, the shuttle to a particular building is no longer needed, or the driver is no longer employed by Evergreen Local Schools, the shuttle run and extra compensation for that shuttle run will no longer exist. After July 1, 2015, extra payments for “new shuttle runs” will end. After July 1, 2015, a “shuttle run” added to a route just becomes part of that route, and the driver will be paid according to the time allocated for that route.

19. Drivers' Training and Testing

The Board will pay all costs associated with the mandated training and testing as defined in the Ohio Pupil Transportation Operation & Safety Rules, Chapter 3301-83 for school bus drivers.

In service, testing fees, and drivers' abstract fees will be paid by the employer.

The Board will pay the entire cost for each driver's annual physical that is performed by a doctor that is determined by the Board. If an employee chooses to have his/her annual physical performed by a doctor of their choosing, they will be reimbursed the same amount as the Board pays their designated doctor.

All employees will be granted approved time off, with pay, to take the knowledge test and driving test, if required.

Drivers will be paid for twelve (12) hours for recertification (including all regular drivers still employed that have completed recertification).

20. Definition of Contract

All employees will receive an annual pay notice.

Each annual pay notice will contain: years of service and hourly rate.

Hours to be worked or a statement that hours to be worked will be determined within ten (10) working days from the opening day of the school year. The hours that vehicle drivers work shall not be determined within this 10-day period, but shall be determined by the end of the third pay period of the school year.

Each vehicle driver will receive a two (2) hour minimum for their AM (6-8) Segment, a two (2) hour minimum for their PM (2-4) segment, and a one (1) hour minimum for their mid-day segment as assigned prior to the establishment of hours to be worked during the school year. Adjustments to the determined rate will be made and paid in the third pay period along with a complete itemized statement.

All employees will receive a complete itemized statement of their pay calculated for the year in the third pay period.

Secretaries:

In addition to the employee receiving an explanation of his/her individual salary notice, secretaries will be provided a secretary work calendar template. Secretaries will customize this template with his/her own scheduled workdays for the upcoming contract year. Each secretary will submit the calendar to his/her supervisor for approval. Once approved, the calendar will be submitted to payroll by August 15.

If daily hours are increased for thirty (30) days, employee's employment contract will be increased accordingly (excluding substitutes).

Salary notices will be issued prior to August 1 of each school year.

Contracts for non-certified employees will be granted as follows:

1. Newly hired, regular employees shall be given not more than a one-year limited contract. Such contract shall be written to expire on the succeeding June 30.
2. If the employee's initial contract is less than one-year in length, and the employee's contract is renewed, the employee shall be reemployed on a one-year contract.
3. After the employee completes a one-year contract, if the employee's contract is renewed, the limited contract shall be for a period of two years.
4. At the end of the two-year contract, if the employee's contract is renewed, the employee shall be employed on a continuing contract.

The provisions of this section are intended to supersede any conflicting provisions or Ohio Revised Code, Section 3319.081 in regards to the issuance of employment contracts.

21. Eligibility for Health, Dental, Vision, & Supplemental Insurance Plans

- A. The Evergreen Board of Education shall contract to provide hospitalization insurance and major medical coverage for employees of the Evergreen Local School District.
- B. Employees new to the district or employees who leave the district and return to it, shall meet the requirement of working twenty-five (25) hours per week in order to qualify as "full-time employees" for hospitalization, dental, and vision coverage offered by the district.

- C. All current employees who had previously qualified for hospitalization coverage at the 20-hour requirement will retain this “full-time” privilege as long as they remain employed at Evergreen Local Schools for a minimum of 20-hours per week. All other employees must work a minimum of 25-hours per week to receive full hospitalization, dental, and vision coverage. An employee who currently qualifies under the aforementioned conditions will continue to qualify even if their work hours are involuntarily reduced. However, if a member voluntarily takes another position or wants his or her hours reduced, this reduction in hours may result in a loss of insurance if his or her new hours fall below the aforementioned levels required to maintain “full-time” coverage.
- D. Employees who are contracted at least 4 hours per day (20 hours per week) and are not grandfathered in as full-time employees can select and purchase health insurance at 50% cost to the premium. Employees that work less than 4 hours per day are not eligible for employer contributed health insurance coverage.
- E. Insurance (Health, Dental, and Vision coverage) is currently offered to eligible employees during the contract. The Board will cover the premium, from the previous calendar year, plus a maximum increase of 3% in year 1, 3% in year 2, and 3% in year 3 to purchase HDHP single/family insurance, the standard dental option, and any vision option. The Board will contribute the same monthly premium amount towards the Traditional PPO (single or family) plan as the HDHP (single or family
- F. If spouses are both employed full-time by Evergreen Local Schools, the Board of Education will pay for either two (2) single plans or one family plan. Coverage will continue as long as both employees are married and continue employment with Evergreen Local Schools and both remain eligible for hospitalization coverage.
- G. For full time employees opting for coverage with our Health Insurance Carrier’s High Deductible Health Plan (HDHP), the Board of Education will pay \$2,000.00 into a Health Savings Account (HSA) for a HDHP family plan, and \$1,000.00 into a HSA for a single plan. The Board will deposit into the HSA the entire contribution in one lump sum on the first pay in January for each year of the contract. Failure to set up a HSA account by January 31st will result in a loss of employer HSA contribution for that calendar year.
- H. Employees eligible for full coverage who choose to opt out of Health Insurance coverage under our Health Insurance Carrier, the Board of Education will pay 100% of the employee’s choice of dental and/or vision.
- I. Once an employee transitions to a HDHP, or chooses a HDHP, they will remain on that Health Plan. All new hires who are eligible for health care will be offered a HDHP.

22. Life Insurance

The Board will provide \$25,000 life insurance coverage for classified employees: employed at least 4 hours per day. Any member currently receiving life insurance that is under 4 hours per day will continue to receive this benefit, unless the member voluntarily reduces his or her time and the newly-scheduled time falls under 3 hours per day.

23. Vacancies and Transfers

When a vacancy occurs in a classification or a new position is added to a classification, each non-certified employee will be notified of this potential position by the employee's district email. This posting will contain the classification, hours of work, qualifications, and location of the advertised position.

Any employee interested in an advertised position will have a period of five (5) working days to email the superintendent and indicate his/her interest. An employee is encouraged to submit a resume when applying for an available position. In terms of this contract, "vacancy" means new position added or person leaving employment of the Evergreen Schools, where such position is to be filled.

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

In filling a vacant position, the Board shall first determine whether employees within the present department or classification meet all the necessary qualifications for the position, including, where appropriate, the relative skills of these employees and other applicants, and any cost or efficiency factors which would result from a particular selection.

If more than one employee within a department or classification is determined to be equally qualified, the vacant position shall be offered to the employee with the highest seniority.

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

If the vacant position is not filled by an employee within the classification or department, the Board shall determine whether other employees are qualified, and if more than one employee is found to be equally qualified, the employee with the highest seniority will be offered the position.

An employee who is granted the position shall be placed on a thirty (30) work day qualification period to determine capability to perform the work. If the employee or the Board feels the job performance is unsatisfactory (prior to or at the end of the qualification period), that employee will be placed back in the job classification position and salary which he/she left. The Board shall retain the qualification period. If the Board places or the employee chooses to return to the classification/position in which he/she left, it may result in all employees returning to their former positions(s). The vacancy(ies) will then be reposted in accordance with this article.

Upon completion of vacancy or transfer position procedure, all applicants shall be notified, via email, of results. If there are no qualified applicants from the bargaining unit, the Board may interview and hire from outside the bargaining unit. The president of the bargaining unit will be notified of new hires within ten (10) days of hire.

If the superintendent directs transfer to another building or equal assignment, notification shall be given to the employee(s) five (5) days prior to the change of assignment. The superintendent shall have the right to transfer any employee(s) with less than a five (5) day notice due to extenuating circumstances. Employees being transferred will be assigned only to positions for which they are qualified. The employee(s) may request to meet with the superintendent, along with a representative, to discuss reasons and details of the transfer.

For purposes of placement on the salary schedule, experience and/or seniority will be considered when determining where an employee will be placed on the salary schedule. However, employees who are reassigned or transferred to a higher paying classification shall be placed on the salary schedule that is equal to or more than their present salary or hourly rate.

In the event there is a title change of any job in the bargaining unit, if a position in the bargaining unit is reallocated bringing about a new job classification, or in the event a new job classification is otherwise established, it is agreed between the parties that the bargaining unit and the employer shall discuss whether or not a job classification shall be included in the bargaining unit. If an agreement cannot be reached between the parties as to whether a new job classification is to be in the bargaining unit, the dispute may be submitted to the State Employment Relations Board.

Any non-certified employee desiring a transfer to another location or classification may request this transfer by notifying the superintendent in writing. This request will be on file in the office of the superintendent and will be considered active until August 1 of the following year. This request may be reactivated after this date by submitting another letter.

The qualified shortest hour employee within a classification and building shall be given first opportunity for an available longer hour position.

Employees shall be prohibited from crossing classifications for extended periods (over 20 working days) unless awarded through the vacancy procedure.

24. Job Descriptions

The Evergreen Board of Education agrees, upon emailed request to the Superintendent, to provide job descriptions for each classification covered under this agreement.

25. Reduction In Force and Recall

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

1. Custodians
 - a. Night Custodian and Day Custodians
 - b. Custodial Helper
2. Cafeteria Workers
 - a. Head Cook
 - b. Cook
 - c. Cashiers
 - d. Dishwasher
3. Drivers
4. Aides
5. Secretaries

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

- A. If it becomes necessary to reduce the number of employees in a job classification due to financial reasons or lack of work, the following procedures shall govern such layoff.
 1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire or otherwise vacate a position.

2. The Board shall determine in which classifications the layoff(s) will occur and will identify the specific position and the employee initially affected by the layoff.
3. Twenty (20) working days prior to the effective date of any layoff, the Superintendent or his/her designee will provide the Local Union President, or designee, a list of all employees indicating their district and job classification hire dates, classification position, and indicate which positions will be eliminated.
4. Prior to any Board action on layoffs, members in affected classifications will be offered in writing the opportunity for voluntary layoffs and must respond within five (5) working days. If there are no volunteers, Board action will be taken.
5. Each employee to be laid off shall be given ten (10) working days advance written notice of layoff. This notification will be hand delivered or sent via registered mail.
6. The identified employee(s) shall be laid off from her/his current position and any employee affected by a reduction, whether directly or indirectly, shall be granted bumping (displacing a less senior employee) rights, until all rights have been exhausted.
7. Employees electing to exercise their bumping rights must do so in his/her classification prior to being eligible to bump in another classification identified. Those bargaining unit members who may be RIF'd (reduction in force) from a position shall have the right to bump a bargaining unit member with less district seniority in another area if they are properly qualified for the position.
8. Any employee affected directly or indirectly by the RIF procedure, shall have three (3) working days from the date on which the notice is sent to notify the Superintendent or designee of his or her intent to bump. After a list of employees who wish to exercise their right to bump is established, a meeting time shall be set to discuss the jobs available for them to bump into. The Union and the Board may agree to hold a bump meeting to expedite the bumping process.

B. Recall List:

For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and name all employees. Names shall be placed on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.

1. Vacancies which occur in an existing position in the classification of layoff shall be first offered to existing employees within the classification, and if still

unfilled, to employees on the recall list. Employees with the most seniority on the recall list may decline the position in writing before the next person on the list is considered. Job qualifications must be met.

2. If a new position is created after a RIF has taken place, anyone from any classification in the bargaining unit may apply for the position along with former employees whose names are still on the recall list.
3. The employee's name shall remain on the appropriate list for a period of 24 months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
4. An employee may be removed from the recall list if he/she:
 - a. Waives his/her recall rights in writing.
 - b. Resigns.
 - c. Fails to respond and/or accept recall to a position from which she/he is qualified within five (5) working days of notification.
 - d. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.
5. Any employee who is affected by a layoff shall be afforded the opportunity to be retained for another classified position provided he/she is qualified, in accordance with Article 25 (Vacancies and Transfers).
6. 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. All recall notices and acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the Superintendent or his/her designee.

26. Sub-Contracting/Association Rights

No outside contractor may be used to eliminate an employee's job.

No supervisor, managerial employee, teacher, parent, and/or student volunteer will be used to eliminate any employee, or their hours, or their work during the term of this Agreement.

27. Grievance Procedure

The purpose of these procedures is to secure a satisfactory settlement and promote harmony with employees as quickly and fairly as possible.

A grievance is a complaint or dispute arising out of misinterpretation, misapplication, or violation of the terms of this agreement pertaining to employment of classified employees.

A grievant is the Association or any bargaining unit member or group of bargaining unit members. Where more than one member is a grievant, each shall sign the grievance form.

There shall be no restraining, interference, coercion, discrimination, or reprisal against anyone filing a grievance.

The person(s) filing the grievance shall have the right of representation by another member of Local 528 or their state representative. Administration may also be represented by one person.

Time limits may be extended by mutual agreement of grievant and administrator. The failure of the grievant to initiate the grievance or appeal to any next step within the time limits provided shall be considered a withdrawal of said grievance. The failure of the superintendent, his designee, or the Board to timely answer or act at any step shall automatically advance the grievance to the next step through Step 3.

Days, as contained herein, mean Monday through Friday, except holidays and calamity days.

The grievance may be withdrawn at any step.

Step 1: Any classified employee who has a grievance shall discuss it within 10 days of the time grievance arises, first with his/her principal or immediate supervisor. It is acknowledged that it is more desirable to resolve problems informally through free and constructive communication.

Step 2: If the grievance is not resolved satisfactorily in Step 1, it shall, within 10 days of the discussion in Step 1, be presented to the Superintendent. Within 5 days of receipt of the grievance form, the Superintendent shall set up a meeting between parties involved at an agreeable time and place to hear arguments and make a decision, in writing, within 5 days after the meeting.

Step 3: If the Association is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be referred to mediation (FMCS) by the Association within ten (10) workdays.

Step 4: If grievance is denied in Step 2, or if Step 3 does not resolve the grievance to the grievant's satisfaction, the Association may appeal to an impartial arbitrator. A notice of appeal shall be sent to the Superintendent and the Federal Mediation and Conciliation Service with a copy filed with the Treasurer of the Board of Education within ten (10) workdays of receipt of the Step 3 hearing.

The Federal Mediation and Conciliation Service shall provide a list of seven arbitrators to hear the matter. The arbitrator shall be selected by alternately striking from the list provided.

The arbitrator will render his decision in writing within thirty (30) calendar days, or such additional time as the parties may agree, after formal close of the hearing, and his decision will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The Board and the Association will bear their own grievance and arbitration expenses individually and share the arbitrator's fee and expenses equally.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no authority to add to or subtract from or in any way modify those matters over which he/she exercises jurisdiction and authority.

Disciplinary action by the administration or Board of Education shall be for just cause and commensurate with the severity of the situation. Disciplinary action is subject to the grievance procedure.

28. OAPSE Workshop

The Evergreen Board of Education agrees to permit up to four (4) officers of OAPSE Local #528 to attend Northwest District Day.

29. Professional Development

Understanding that it is important for non-certified employees of the Evergreen School District to always work toward upgrading skills and abilities needed in their respective work classification, the Evergreen Board of Education shall pay the registration and mileage related to participation in training seminars according to the following regulations:

Registration fees, not to exceed a total of \$150 per employee in any contract year may, if approved, will be paid by the Board of Education. In addition, the Board will pay or reimburse as follows:

Up to \$30.00 for meals per day for overnight trips.

Cost of the room.

Mileage at IRS Standard mileage rate.

The training seminar must directly relate to the job classification in which the employee works.

A form explaining the training seminar must be completed by the employee, prior to the workshop, and approved by the building principal and the Superintendent.

Should the Evergreen Board of Education or administration of the Evergreen Schools require attendance of non-certified employees at training seminars, the registrations for those seminars will be paid by the Board of Education. This payment will be in addition to the \$150 allotment described previously.

Professional development days and non-student days required annually by classification will be emailed to members on or before August 1st of each school year.

30. OAPSE Delegates

The Board of Education will grant paid leave to two employees who are designated as delegates to the annual state convention of the Ohio Association of Public School Employees. Substitutes will be paid by the district; however, the Evergreen Board shall pay no additional expenses.

Any member of OAPSE Local #528 who is an elected district or state officer will also be granted paid leave to attend the annual state convention of the Ohio Association of Public School Employees. However, no more than two (2) school employees from the same classification will be granted leave at the same time.

31. Longevity Pay

Pay for length of service beyond the established salary schedule shall be granted as follows:

\$400 at the completion of 11 years through 14 years

\$600 at the completion of 15 years through 19 years

\$800 at the completion of 20 years through 24 years

\$1,100 at the completion of 25 years and beyond

To be counted as a full year of service the employee must have a hire date as a bargaining unit member on or before November 1. All employees currently receiving longevity pay shall continue to receive pay at their years achieved.

These amounts will be paid with the first pay of December.

32. Experience Credit

The Evergreen Board of Education may allow training and experience of non-teaching employees in another Ohio Public School District to transfer to the

Evergreen District at the time of employment. The training and experience must be within the same classification however. For example, a bus driver with five years of experience in another district may begin working as a bus driver in the Evergreen district at the five-year experience level on the Evergreen salary schedule. Before any training and experience will be transferred, however, said training and experience must be officially certified by the previous employer.

33. Overtime and Extra Hours

A. Overtime:

Overtime (time and one-half) will be paid to members who work over 40 hours per week in their job classification. Any member who works in two or more job classifications will receive a blended rate based on their scheduled hours of work in each classification.

No overtime or extra hours will be paid prior to the work being approved and completed, and without the proper paperwork approved by administration and filed with the Treasurer.

Fulltime employees who have worked prescheduled overtime shall be allowed to receive compensatory time off at the appropriate overtime rate, if they elect to do so, in lieu of payment. The employee shall receive this time off without additional pay. No employee shall earn more than 40 hours of compensatory time between July 1 and November 30, and no employee may earn more than 40 hours of compensatory time between December 1 and June 30. Unused compensatory time, as of June 30, shall be paid off in July. All compensatory time must be logged by the member and approved by the immediate supervisor. Members are responsible for submitting approved paperwork to the Treasurer's office on or before June 30 for unused compensatory time, in order to receive payment for such time.

Emergency call-ins shall be paid a two (2) hour minimum.

All work performed on Sunday shall be paid at the rate of double (2) time.

Short Hour employee defined: A short hour employee within a classification is someone that is scheduled to work less than eight hours per day. To be assigned another position on a short-term basis, the short hour employee must not exceed eight hours per day. In addition, the short hour employee must be able to fulfill his or her current job duties as scheduled. Only through approval of the superintendent or the superintendent's designee will a short hour employee's current job schedule be adjusted to enable him or her to fill another position.

B. Extra Hours for Employee Absences (includes Day-to-Day & Long Term):

Extra hours for employee absences will be offered as follows:

1. A short-hour qualified employee shall be offered extra hours to fill in as needed, as long as the extra hours do not substantially impact the short-hour employee's current job duties. Any short-hour employee interested in subbing extra hours needs to contract the Supervisor to be placed on his/her department's substitute list.
2. Substitutes from a substitute list will be contacted to fill in as needed. Once notification has been sent out, employees will have fifteen (15) minutes to respond to vacancy notifications. The vacancy will be filled by the respondent with the highest seniority on a rotating basis.
3. A qualified building-level employee will be offered the position or some of the position hours to fill in as needed, as long as the extra hours do not substantially impact the employee's current job duties. Shifts of less than four (4) hours will not be split. Aide positions of six and one half (6.5) hours will not be split. Shifts of eight (8) hours may be split into two, four (4) hour shifts. Coverage of a full eight (8) hour shift is preferred.
4. A qualified district-level employee will be offered the position or some of the position hours to fill in as needed, as long as the extra hours do not substantially impact the employee's current job duties. Shifts of less than four (4) hours will not be split. Aide positions of six and one half (6.5) hours will not be split. Shifts of eight (8) hours may be split into two, four (4) hour shifts. Coverage of a full eight (8) hour shift is preferred.
5. When the necessary duties of the absent employee cannot be covered using Steps 1 – 4, then a supervisor or a non-union employee may fill in as needed.
6. When an employee makes a commitment to fill a vacancy the employee is expected to provide vacancy coverage. The employee may only accept another vacant position for additional hours if the employee can provide 24 hours notice to the supervisor.
7. When an employee calls in to be absent within twenty-four (24) hours of their scheduled shift, internal and exterior substitutes will be contacted. The first respondent, internal or external, will fill the vacancy.

C. Extra Hours for Events:

Starting on July 1 of each year, extra hours for events will be offered based on a continual rotation described below:

1. A qualified building employee within the classification will be offered the event, provided it doesn't result in overtime;

2. A qualified district employee within the classification will be offered the event, provided it doesn't result in overtime;

If the extra time cannot be filled by the above procedure and overtime will result, the following procedure will be followed on a continual rotation:

1. The most senior qualified employee in the building where the work is to be performed shall be offered the overtime;
2. If a qualified senior employee is not available, then the qualified employee with the most seniority within the classification for the position to be filled will be offered the overtime.
3. After all the above have been exhausted, a qualified substitute shall be offered the extra work or overtime.
4. As a last resort and after all of the above have been exhausted, than a supervisor or a non-union employee may fill in as needed.

Overtime hours scheduled for event coverage includes job description expectations during overtime hours. Employees are expected to execute position expectations including deep cleaning and items that may not be completed during normal operation times and be available for event assistance and cleanup after the event.

34. Classification Pay

Any classified employee who works in a different classification as a substitute or contracted employee will receive at least step 0 pay or years of service for that work type classification.

35. Payments to Cafeteria and Cashier Personnel

- A. Head Cooks shall be granted a minimum of four (4) hours at their regular hourly rate to prepare for the opening of school during each year of this agreement. Hours in excess of four (4) hours must be pre-approved by the Superintendent or the Superintendent's designee.
- B. Head Cooks, Cooks, and Cashiers are required to receive and maintain current certification, from the School Nutrition Association (SNA), and shall receive a stipend of \$250.00 per year for Level 1 classification, a stipend of \$300 per year for Level 2 classification, or a stipend of \$350 per year for Level 3 classification. The stipend will be paid annually upon proof of certification.
- C. A Cook must be present and must be offered payment for their time at their current wage (one-hour minimum guaranteed) any time the commercial kitchen equipment

is used before or after regular work hours. The extra hours offered will be on a continual rotation as identified in Article 35. Exceptions may include head cooks being asked to cater special events and/or school functions, or qualified members choosing to volunteer his/her time for a benefit or cause.

- D. In an effort to run an efficient cafeteria, it may be necessary for a cafeteria employee to fill in as a cashier.

36. SERS Pickup

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 Internal Revenue Service Revenue Rulings 77-462 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 tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System of Ohio 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 salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

37. Calamity Days

When school is closed due to a calamity (as defined by Ohio school law) classified employees who are contracted less than 8 hours per day (40 hours per week, 260 days per year) will be paid for those days or hours allowed by the state of Ohio. All days or hours will be made up according to the Board-adopted calendar for that year. (Exception: When the Ohio legislature or governor intervenes and reduces or eliminates make-up days or hours.)

Classified employees who are contracted for 8 hours per day (40 hours per week, 260 days per year) will work their regularly scheduled hours during the calamity days unless changed by the Superintendent due to safety considerations.

At the Superintendent's discretion, employees may be required to report to work on calamity days after the seventh (7) calamity day in any given school year. Unless the employee is a 260-day employee, employees will not be required to report when the road conditions in Fulton or surrounding counties are at a level 2 or 3. Employees will be notified of the time to report to work at the time of the cancellation decision for students via the phone messaging system. Dismissal time will not extend beyond 3 PM for all employees, but dismissal time may be earlier than 3 PM if employees have reported and met their individual contractual work hours.

38. Tobacco Free Buildings and Grounds

Members of the bargaining unit will refrain from using tobacco products, e-cigarettes or other vaping devices in the buildings, vehicles, and on the grounds of Evergreen Local School District.

39. Use of Cameras on School Buses

Cameras on the buses of Evergreen Local School District will be used in the following manner:

Electronic Media from the cameras will only be utilized if the entire bus run is recorded.

Electronic Media may be used in the discipline of students.

Electronic Media may be used to evaluate driving of drivers.

Drivers will be permitted to utilize the electronic media to improve driving and safety on the buses.

Drivers may request that the camera be placed on their bus to monitor potential problems.

The administration reserves the right to place the camera on the bus in a manner that is reasonable and prudent to monitor operations.

Failure of a driver to cooperate with camera usage may be considered failure to follow reasonable rules and regulations of the Board.

A Union Representative and Transportation Department Representative(s) shall be present at the first viewing of all videos in which a driver is present on the video if the driver may be subject to disciplinary proceedings. If the intent of the video viewing is to evaluate student behavior for potential student disciplinary proceedings, then Union Representation will not be required or expected.

In accordance with Article 25, any disciplinary action shall be subject to grievance procedure.

40. Alcohol and Drug Testing

The school district will pay for required drug testing expenses. If testing offsite, the employer may provide transportation and driver to and from the testing site, or mileage will be reimbursed.

Drivers required to be tested will be compensated at their regular hourly rate for the time involved in testing if it exceeds their normal route time.

The district shall offer a drug and alcohol rehabilitation program to all CDL holders prior to the mandatory Alcohol and Drug Testing in service. The cost of this rehabilitation program for employees working less than 20 hours will be paid by the district to the extent covered by the base plan health insurance program.

On the first occurrence that an employee's test is positive for drug and/or alcohol (at .04 and beyond), the employee shall be required to attend a rehabilitation treatment program. The employee shall be afforded his/her available sick leave and/or medical leave at his/her request.

The Board must require a driver to submit to a controlled substance test if there is reasonable suspicion to believe that the driver has violated the prohibitions of SubPart B concerning controlled substance. The Evergreen School Administrator determining reasonable suspicion shall have the employee submit to a test by the Board approved facility. The employee must cooperate in following all policies and procedures regarding the testing of controlled substances.

If an employee's alcohol test results in a reading between .02 and .04, that employee shall receive a written reprimand, a 24-hour unpaid suspension, and be required to attend an Employee Assistant Program (EAP) consultation and shall arrange for confirmation of the meeting. Should an appointment be scheduled outside of the 24-hour suspension, the employee shall have the suspension continued. Suspension beyond the 24-hour period and until such time as the EAP appointment, the employee shall be suspended with pay. Any employee testing positive beyond .04 is subject to further disciplinary procedures, up to and including termination.

In accordance with Article 25, disciplinary action shall be subject to the grievance procedure.

41. Direct Deposit

All employees will be paid through direct deposit.

42. Background Checks

The Board shall pay for the full cost of the criminal background checks required by ORC 3319.391 (A) and 3327.10 (J) of employees (excluding the background check for initial employment by the Board).

Employees are expected to conduct required FBI/BCI background checks at Evergreen Local Schools. Evergreen Local Schools will pay the expense of required background checks. If for some reason Evergreen Local School District is unable to

conduct a required background check in a timely manner, and after obtaining permission from the Superintendent to have the required background check conducted elsewhere, employees will be reimbursed the cost of required FBI/BCI background checks. Unapproved fees for eligible background checks conducted elsewhere will be reimbursed at the current rate of expense incurred by the Evergreen Local School District.

43. Salary Schedules (attached)

An increase on the base salary for year 2022 – 2023 of 3% (.03), 2023 – 2024 of 2.5% (.025), 2024 – 2025 of 2% (.02).

44. Employment of Retirees

1. Definition of Retiree: A Retiree is an individual who has retired from Evergreen Local Schools and has attained service retirement status with the School Employees Retirement of Ohio and is otherwise qualified by certification or background for employment in the public school system of Ohio.
2. Where a Union vacancy exists which the Board may fill by hiring a properly qualified person who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. Article 25 and/or 27 will be implemented prior to hiring any Retiree. Prior employment in the District is not a guarantee of post-retirement employment or of a particular assignment. All statutory procedures will be followed (public hearing, time frame, etc.).
3. A Retiree shall be granted zero (0) years of experience on the classified salary schedule (Article 47) with the inclusion of his/her position classification. A Retiree shall be credited for another year on the salary schedule for each year employed after the first year hired as a Retiree. This provision expressly supersedes Chapter 331 p7 of the Ohio Revised Code.
4. A Retiree shall receive a one-year or two-year limited contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year or two-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing contract, regardless of years of employment with the Board.
5. A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay

under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

6. A Retiree shall not be entitled to participate in insurances provided to the bargaining unit members under the provisions of the Negotiated Agreement, unless the SERS mandates that districts that employ rehires provide insurance coverage to working retirees.
7. A Retiree shall not accumulate seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the even of a reduction in force pursuant to the provisions of the Negotiated Agreement.
8. A Retiree shall be entitled to all other provisions in this Agreement that are available to bargaining unit members unless otherwise limited by the specific provisions of this Article.
9. The provisions of the section are intended to supersede the relevant requirements of Ohio Revised Code section 3319.081.

45. Labor Management Committee

There shall be established a committee of eight (8) which shall meet at mutually agreed upon times to discuss problems of mutual concern between parties. Five (5) days prior to the established meeting date, each party shall submit an agenda of items to be discussed. Four (4) members of the committee shall be appointed by the Superintendent and four (4) shall be appointed by the Local #528 president. The parties mutually agree to consider training provided by Federal Mediation and Conciliation Services or any other entity.

46. Conclusiveness of Agreement

This contract contains the complete agreement between the Evergreen Board of Education and the Ohio Association of Public School Employees Local #528 on all negotiable issues and neither party shall be required, during the life of this agreement, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed.

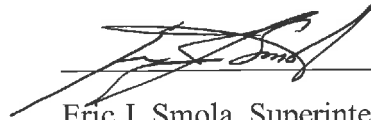
The Association agrees that there will be no strike or any other type of action taken which would tend to interfere with the operation of the schools during the life of this agreement. An employee who violates this agreement shall be subject to disciplinary action commensurate with the type of action taken by that employee.

47. Effective Date of Contract

This agreement shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2025.



Nora Kiefer, President
Evergreen Board of Education



Eric J. Smola, Superintendent
Evergreen Board of Education



Gloria Baker, President
OAPSE Local #528



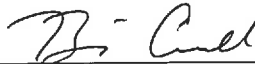
Brian Carroll, Treasurer
Evergreen Board of Education


CERTIFICATE


The undersigned, Treasurer of the Board of Education of the Evergreen Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Years 2023, 2024, and 2025 under the Negotiated Agreement with the Ohio Association of Public School Employees Local #528 have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Evergreen Local School District, Ohio, and Superintendent of Schools of the Evergreen Local School District, Ohio, hereby certify that the District has in effect for the term of the contract 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 for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412, and 5705.44 of the Revised Code.

Dated: 4.19.2022 
Treasurer, Board of Education
Evergreen Local School District, Ohio

Dated: 4/19/2022 
Superintendent of Schools
Evergreen Local School District, Ohio

Dated: 4.19.2022 
President, Board of Education
Evergreen Local School District, Ohio

EVERGREEN LOCAL SCHOOL DISTRICT

OAPSE LOCAL 528 GRIEVANCE REPORT FORM

Name of Grievant(s) _____ Date Filed _____

Building _____ Assignment _____

Date cause of grievance occurred _____ Step of grievance procedure _____

Specific Article allegedly violated _____

Statement of Grievance _____

Relief Sought _____

Signature of Grievant(s) _____

Date: _____

Disposition _____

Signature _____

Title _____

Date _____

Receipt of the above form should be recorded at each step.

Delivered by _____

Date _____

Received by _____

Date _____

2022-2023									
Step	Drivers	Custodian	Night Custodian	Custodial Helper	Head Cook	Cook	Aide	Cashier	Secretary
Sub	16.75	12.00	12.00	12.00	11.75	11.75	11.75	11.75	11.75
0	19.01	17.19	17.52	14.95	15.90	14.95	14.95	14.95	16.20
1	19.39	17.44	17.78	15.17	16.14	15.17	15.17	15.17	16.43
2	19.78	17.69	18.01	15.43	16.39	15.43	15.43	15.43	16.69
3	20.16	17.93	18.26	15.68	16.62	15.68	15.68	15.68	16.92
4	20.54	18.18	18.50	15.91	16.85	15.91	15.91	15.91	17.18
5	20.91	18.42	18.76	16.15	17.12	16.15	16.15	16.15	17.42
6	21.14	18.67	18.99	16.40	17.38	16.40	16.40	16.40	17.66
7	21.34	18.91	19.24	16.64	17.60	16.64	16.64	16.64	17.91
8	21.57	19.16	19.49	16.89	17.87	16.89	16.89	16.89	18.16
9	21.77	19.39	19.73	17.13	18.10	17.13	17.13	17.13	18.40
10	22.00	19.64	19.98	17.39	18.35	17.39	17.39	17.39	18.64
11	22.22	19.88	20.21	17.61	18.58	17.61	17.61	17.61	18.89
12	22.22	19.88	20.21	17.61	18.58	17.61	17.61	17.61	18.89
13	22.22	19.88	20.21	17.61	18.58	17.61	17.61	17.61	18.89
14	22.22	19.88	20.21	17.61	18.58	17.61	17.61	17.61	18.89
15	22.43	20.31	20.64	18.05	19.01	18.05	18.05	18.05	19.31
16	22.43	20.31	20.64	18.05	19.01	18.05	18.05	18.05	19.31
17	22.43	20.31	20.64	18.05	19.01	18.05	18.05	18.05	19.31
18	22.43	20.31	20.64	18.05	19.01	18.05	18.05	18.05	19.31
19	22.43	20.31	20.64	18.05	19.01	18.05	18.05	18.05	19.31
20	22.65	20.73	21.08	18.48	19.45	18.48	18.48	18.48	19.75
21	22.86	20.99	21.32	18.74	19.68	18.74	18.74	18.74	19.99
22	22.86	20.99	21.32	18.74	19.68	18.74	18.74	18.74	19.99
23	22.86	20.99	21.32	18.74	19.68	18.74	18.74	18.74	19.99
24	22.86	20.99	21.32	18.74	19.68	18.74	18.74	18.74	19.99
25	23.09	21.20	21.54	18.92	19.89	18.92	18.92	18.92	20.19
26	23.09	21.20	21.54	18.92	19.89	18.92	18.92	18.92	20.19
27	23.09	21.20	21.54	18.92	19.89	18.92	18.92	18.92	20.19
28	23.09	21.20	21.54	18.92	19.89	18.92	18.92	18.92	20.19
29	23.09	21.20	21.54	18.92	19.89	18.92	18.92	18.92	20.19

2023-2024									
								BASE INC. %	2.00%
Step	Drivers	Custodian	Night Custodian	Custodial Helper	Head Cook	Cook	Aide	Cashier	Secretary
Sub	26.75	12.00	12.00	12.00	11.75	11.75	11.75	11.75	11.75
0	19.49	17.62	17.96	15.32	16.30	15.32	15.32	15.32	16.61
1	19.88	17.87	18.22	15.55	16.54	15.55	15.55	15.55	16.84
2	20.27	18.13	18.47	15.82	16.80	15.82	15.82	15.82	17.10
3	20.66	18.38	18.72	16.07	17.04	16.07	16.07	16.07	17.35
4	21.05	18.63	18.96	16.31	17.30	16.31	16.31	16.31	17.61
5	21.43	18.88	19.23	16.55	17.55	16.55	16.55	16.55	17.85
6	21.65	19.14	19.47	16.81	17.81	16.81	16.81	16.81	18.11
7	21.88	19.38	19.72	17.06	18.04	17.06	17.06	17.06	18.36
8	22.11	19.64	19.97	17.31	18.32	17.31	17.31	17.31	18.61
9	22.32	19.88	20.23	17.56	18.55	17.56	17.56	17.56	18.86
10	22.55	20.13	20.48	17.82	18.81	17.82	17.82	17.82	19.11
11	22.77	20.38	20.71	18.05	19.05	18.05	18.05	18.05	19.36
12	22.77	20.38	20.71	18.05	19.05	18.05	18.05	18.05	19.36
13	22.77	20.38	20.71	18.05	19.05	18.05	18.05	18.05	19.36
14	22.77	20.38	20.71	18.05	19.05	18.05	18.05	18.05	19.36
15	22.99	20.62	21.16	18.50	19.49	18.50	18.50	18.50	19.80
16	22.99	20.62	21.16	18.50	19.49	18.50	18.50	18.50	19.80
17	22.99	20.62	21.16	18.50	19.49	18.50	18.50	18.50	19.80
18	22.99	20.62	21.16	18.50	19.49	18.50	18.50	18.50	19.80
19	22.99	20.62	21.16	18.50	19.49	18.50	18.50	18.50	19.80
20	23.22	21.25	21.61	18.94	19.93	18.94	18.94	18.94	20.24
21	23.43	21.52	21.85	19.20	20.18	19.20	19.20	19.20	20.49
22	23.43	21.52	21.85	19.20	20.18	19.20	19.20	19.20	20.49
23	23.43	21.52	21.85	19.20	20.18	19.20	19.20	19.20	20.49
24	23.43	21.52	21.85	19.20	20.18	19.20	19.20	19.20	20.49
25	23.67	21.73	22.08	19.39	20.39	19.39	19.39	19.39	20.69
26	23.67	21.73	22.08	19.39	20.39	19.39	19.39	19.39	20.69
27	23.67	21.73	22.08	19.39	20.39	19.39	19.39	19.39	20.69
28	23.67	21.73	22.08	19.39	20.39	19.39	19.39	19.39	20.69
29	23.67	21.73	22.08	19.39	20.39	19.39	19.39	19.39	20.69

2024-2025									
Step	Drivers	Custodian	Night Custodian	Custodial Helper	Head Cook	Cook	Aide	Cashier	Secretary
Sub	16.75	12.00	12.00	12.00	11.75	11.75	11.75	11.75	11.75
0	19.88	17.97	18.32	15.68	16.68	15.68	15.68	15.68	16.94
1	20.28	18.23	18.59	15.88	16.87	15.86	15.86	15.86	17.18
2	20.68	18.48	18.88	16.13	17.13	16.13	16.13	16.13	17.45
3	21.07	18.75	19.09	16.39	17.38	16.39	16.39	16.39	17.69
4	21.47	19.01	19.34	16.64	17.65	16.64	16.64	16.64	17.96
5	21.86	19.25	19.61	16.89	17.90	16.89	16.89	16.89	18.21
6	22.10	19.52	19.86	17.14	18.17	17.14	17.14	17.14	18.47
7	22.31	19.77	20.12	17.40	18.40	17.40	17.40	17.40	18.73
8	22.55	20.03	20.37	17.65	18.68	17.66	17.66	17.66	18.99
9	22.76	20.28	20.63	17.91	18.92	17.91	17.91	17.91	19.23
10	23.00	20.54	20.89	18.18	19.19	18.18	18.18	18.18	19.49
11	23.23	20.78	21.13	18.41	19.43	18.41	18.41	18.41	19.75
12	23.23	20.78	21.13	18.41	19.43	18.41	18.41	18.41	19.75
13	23.23	20.78	21.13	18.41	19.43	18.41	18.41	18.41	19.75
14	23.23	20.78	21.13	18.41	19.43	18.41	18.41	18.41	19.75
15	23.45	21.24	21.58	18.87	19.88	18.87	18.87	18.87	20.19
16	23.45	21.24	21.58	18.87	19.88	18.87	18.87	18.87	20.19
17	23.45	21.24	21.58	18.87	19.88	18.87	18.87	18.87	20.19
18	23.45	21.24	21.58	18.87	19.88	18.87	18.87	18.87	20.19
19	23.45	21.24	21.58	18.87	19.88	18.87	18.87	18.87	20.19
20	23.68	21.68	22.04	19.32	20.33	19.32	19.32	19.32	20.64
21	23.90	21.95	22.29	19.59	20.58	19.59	19.59	19.59	20.90
22	23.90	21.95	22.29	19.59	20.58	19.59	19.59	19.59	20.90
23	23.90	21.95	22.29	19.59	20.58	19.59	19.59	19.59	20.90
24	23.90	21.95	22.29	19.59	20.58	19.59	19.59	19.59	20.90
25	24.14	22.16	22.52	19.78	20.79	19.78	19.78	19.78	21.11
26	24.14	22.16	22.52	19.78	20.79	19.78	19.78	19.78	21.11
27	24.14	22.16	22.52	19.78	20.79	19.78	19.78	19.78	21.11
28	24.14	22.16	22.52	19.78	20.79	19.78	19.78	19.78	21.11
29	24.14	22.16	22.52	19.78	20.79	19.78	19.78	19.78	21.11