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NEGOTIATED AGREEMENT
Between the
SEBRING BOARD OF EDUCATION
And the
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
CHAPTER #563

July 1, 2011-June 30, 2014

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ARTICLE I—PURPOSE

The Board of Education of the Sebring Local School District, Sebring, Ohio, shall, hereinafter be referred to as the "Board".

The Ohio Association of Public School Employees(OAPSE) and OAPSE Chapter #563 shall hereinafter be referred to as the "Union". OAPSE is an affiliate of AFSCME, AFL-CIO.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "Employee" or "Employees" where used herein refers to all employees in the bargaining unit.

ARTICLE 2--RECOGNITION

The Union is recognized as the sole and exclusive representative for all employees of the Board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.

This recognition shall be for the duration of this agreement and thereafter until a successor is elected or until recognition is withdrawn based upon the results of a competitive election.

The Union's exclusive bargaining unit includes only the job classifications listed below:

1. Bus Drivers
2. Cafeteria Workers/ Food Service Assistant
3. Cook
4. Custodial Employees
5. Custodial-Maintenance Employees
6. Secretaries
7. Crossing Guard

Excluded from the bargaining unit are the following job classification:

1. Supervisory Personnel
2. Substitute Employees
3. Secretary to the Superintendent
4. Secretary to the Treasurer
5. Assistant Treasurer
6. Casual/Seasonal Employees as defined by the State Employment Relations Board

Excluded employees shall not perform work normally done by bargaining unit employees, except substitutes who temporarily replace absent bargaining unit members, or when instructing or training employees, or in case of an emergency. But in no situation shall the work detract from bargaining unit employee regular schedule or overtime work.

ARTICLE 3--PRINCIPLES

Bargaining unit employees have the right to join in, participate in, or assist the Association and the right to refrain from such, but membership shall not be prerequisite for employment or continuation of employment of any employee.

The Board and the Association shall agree to abide and to comply with all laws and regulations of the State of Ohio.

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of United States, including, but without limiting the generality of the foregoing, all rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work forces;
7. Determine the overall mission of the School District;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the school district.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and the Ohio Statutes; and then only to the extent such specific and express terms hereof are in accordance with the constitution and

laws of the State of Ohio and the rules and regulations promulgated by the State of Ohio and laws of the United States.

ARTICLE 4--NEGOTIATIONS PROCEDURE

A. Directing Requests and Meetings

1. Either party desiring to open negotiations to modify this agreement shall notify the other party in writing not earlier than one hundred (100) days and not later than sixty (60) days prior to the expiration of this agreement. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the President of the Association.
2. Within ten (10) days from the receipt of such notice, an initial meeting date will be established. No additional proposals shall be submitted subsequent to the exchange of packages unless by mutual agreement of the parties.
3. Negotiation sessions shall be held in executive session.
4. Meetings shall be scheduled to interfere the least with school schedules.

B. Negotiating Teams

The Board and Association shall be represented at all negotiations meetings by negotiation teams not to exceed four (4) members each.

C. Time Limits

1. The chairman of either team may recess his/her team for independent caucus at any time. Caucus shall be of reasonable length (e.g. thirty minutes).
2. Bargaining sessions shall last a maximum of three (3) hours.
3. Days shall mean calendar days unless specified otherwise.
4. Time limits established under Negotiations Procedures may be modified by mutual agreement.

D. Information

The parties agree to furnish upon written request and in reasonable time, public information concerning the financial status of the district and such other relevant available information as will assist the parties in the development and

evaluation of proposals. Neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

E. Scope of Negotiations

The scope of negotiations shall be limited to wages, hours, fringe benefits, terms and other conditions of employment.

F. Tentative 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 final ratification by the membership of the Association and adoption by the Board.

G. Agreement

When agreement is reached, it shall be reduced to writing and, when approved by the Association and the Board, it shall be signed by the parties.

ARTICLE 5--DISPUTE RESOLUTION PROCEDURE

In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.

Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

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

The parties shall jointly prepare a request for Mediator and direct such request to the Federal Mediation and Conciliation Service.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

The Mediator has no authority to recommend or to bind either party to any agreement.

ARTICLE 6--PROVISIONS CONTRARY TO LAW

If any provision of this contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract.

ARTICLE 7--GRIEVANCE

A grievance is defined as a claim by an employee or the Association which affects a condition of employment, interpretation of rules and regulations, an alleged violation, misinterpretation or misapplication of the terms of this agreement, and disciplinary action taken against any employee. Only a grievance based on a disciplinary action or violation, misinterpretation or misapplication of the terms of this agreement may be processed beyond Step 4.

Step 1: Informal Procedure

An employee who feels that he has a grievance shall discuss it with his immediate supervisor. If the grievant determines that said discussion does not effect a satisfactory resolution to the grievance, the grievance may be processed to Step 2 of the grievance procedure.

Step 2

The employee or the Association may present the grievance in writing to the employee's supervisor, who shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the aggrieved employee, and his supervisor shall be present for the meeting. The supervisor must provide the employee and the Association with his written answer to the grievance within three (3) days after the conclusion of the meeting.

Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Superintendent, or his designated representative, within five (5) days after the receipt of the Step 2 answer, or within eight (8) days after the meeting in Step 2, whichever is later. The Superintendent, or his designated representative shall arrange for a meeting with the Association representative and the aggrieved employee to take place within five (5) days of his receipt of the appeal. Each party shall have the right to have present at such meeting such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have three (3) days in which to provide his written decision to the Association.

Step 4

If the grievance is not resolved at Step 3, or if the time limits are not met, the Association may process the grievance to the Board at its next regular meeting after the Superintendent's written response has been rendered. Each party shall have the right to have present at such meeting such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have five (5) days in which to provide its written decision to the Association.

Step 5: Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) days from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 4 answer, then the grievance will be deemed withdrawn.

Authority of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this agreement and he shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to arbitrate any matter not specifically provided for by this agreement.

Costs of Arbitration

Each party shall bear the full cost for its representation in the arbitration proceedings. The cost and expenses of the arbitrator and the American Arbitration Association will be divided equally between the parties.

Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts will be divided equally between the parties.

Time Limits

- a. All time limits or days, as used in this grievance and arbitration procedure shall be interpreted to mean school days. Except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

The time limits set forth in this procedure may be extended only by mutual agreement of the parties, and the parties agree that every reasonable effort will be made to expedite the grievance process.

- b. If a grievance is not initiated within fifteen (15) days after the grievant knew, or should have known, of the event or condition upon which the grievance is based, the grievance shall be considered as waived.

Expedition of Grievances

If the Association and the Superintendent agree, Step 1, Step 2, and/or Step 3 of the grievance procedure may be by-passed and the grievance brought directly to the next Step. Class grievances involving more than one supervisor, and the grievances involving an administrator above the area supervisory level may be filed by the Association at Step 3.

Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

Rights to Representation

Both parties shall have the right to legal counsel at all levels of the procedure beginning at Step 2. The grievant shall have the right to an Association representative at all levels beginning at Step 1.

ARTICLE 8--VACANCIES

A vacancy shall be defined as a position previously held by any non-certified employee as set forth in the Recognition Article or a newly created position for which a non-certified employee is qualified.

When the Superintendent learns of a vacancy, he or his designate shall, as soon as is reasonably possible, but not later than three (3) days after receipt of notice of vacancy, or three (3) days after the Board acts to create a new position, post on the bulletin board in each building, written notice of such vacancy. The Association President shall receive a copy of the notice on or before the date of posting. During summer recess, said notices shall be mailed with the employee's pay checks.

Each notice of vacancy shall include the classification and the qualifications required of each applicant. In the case of newly created position, said notice shall also stipulate the compensation for the position.

Employees shall have ten (10) days to bid on the vacancy. If no employee bids on the vacancy within the designated ten (10) day posting period, the Board may fill the vacancy. In the event a vacancy occurs during the summer recess, said position may

be filled ten (10) days after the date of mailing of pay checks. This provision shall be waived in the event that a position becomes vacant less than ten (10) days prior to the first day of school. The purpose of this provision is to guarantee members of the Employee Unit first consideration in applying for vacancies.

Qualified employees within the vacancy classification will be given first consideration and if the vacancy is not filled then qualified employees within the Bargaining Unit classifications shall be considered.

All vacancies shall be filled on the basis of ability to perform the work. If two (2) or more employees are equally qualified, the employee with the most seniority shall be awarded the vacancy.

Seniority shall be defined as the employee's length of continuous service with the Board commencing from the employee's first day worked since his last date of hire.

ARTICLE 9 -- SICK LEAVE

Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month.

Employees, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

Immediate family is defined as the employee's spouse, children, parents, or anyone serving in loca parentis; or in case of illness of anyone living in the same house in a family relationship.

In the event of death of a less immediate relative, or close friend, the employee shall have available from his cumulative sick leave a one (1) work day absence with no deduction in pay.

If the death of the relative or friend occurs in another city, and that city is more than 200 miles from Sebring, an additional absence of one (1) work day from cumulative sick leave shall be granted for travel time.

An employee who transfers from one (1) public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.

Employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.

The Superintendent shall require an employee to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.

Each newly hired regular employee who has exhausted his accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year, to be charged against the sick leave he subsequently accumulates.

Accumulation of sick leave shall be limited to a maximum of two hundred seventy-five (275) days.

Perfect Attendance Credit - Employees who during the entire school year: 1) use none of their sick leave days shall receive three hundred fifty dollars (\$350.00); 2) use one (1) day of sick leave shall receive two hundred fifty dollars (\$250.00); 3) use two (2) days of sick leave shall receive one hundred fifty dollars (\$150.00). This attendance credit shall be given to the employee by the first pay in July following the school year in which it was earned.

ARTICLE 10-PERSONAL LEAVE

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any other time than scheduled work hours.

Notification for use of personal leave should be made to the supervisor of the building in which the employee is assigned at least three (3) days, in advance, but exceptions may be made to this rule in emergency situations.

Entitlement to Personal Leave:

1. An employee shall be granted, upon request, three (3) days of personal leave per year, without loss of pay.
2. Personal leaves shall not be used on recreation or gainful employment.
3. Personal Leave will not be approved on the day preceding or following a scheduled school vacation period.
4. If the number of employees requesting personal leave on the same day exceeds ten (10) percent of the total number of employees in the bargaining unit the leave will be granted on a priority basis to employee(s) in the order said employee(s) submitted a written request.
5. Unused personal leave days shall accumulate as sick leave at the end of each school year.

ARTICLE 11--ASSAULT LEAVE

An employee who is absent due to a physical disability which resulted from an assault, which occurred in the course of or as a result of his Board employment, shall be maintained on full pay status during such disability up to a maximum of seven (7) work days. Such employee shall prepare and give to the Administration on a form furnished by the Board, a signed statement describing the facts warranting such assault leave and, if medical attention is required for such employee due to such disability, the employee shall also give to the Administration a certificate from a licensed physician, stating the nature of the disability and its probable duration. Such assault leave shall not be charged against any sick leave, earned or earnable, by the employee.

The Administration shall give whatever assistance is reasonably possible in the investigation of any such assault, whether such investigation is conducted by administrative personnel or by law enforcement officers.

This clause only applies when the assault made on the employee is directly related to their employment and not caused by some other outside circumstance (ex: road rage, etc.).

ARTICLE 12--COURT LEAVE

Entitlement to Court Leave:

A leave for court appearance shall be defined as an absence that is precipitated by an employee being subpoenaed as a witness or selected as a juror.

Remuneration:

The Board shall pay an employee the difference between the employee's regular compensation and the remuneration received by him for serving as witness or a juror.

Upon return to work an employee must submit to the District Treasurer an official receipt of remuneration from the court to be eligible for the difference in pay between the employee's regular compensation and that provided by the court.

ARTICLE 13--BEREAVEMENT LEAVE

An employee shall be granted, upon request to the building principal, three (3) days of bereavement leave without loss of pay to attend the funeral of the employee's mother, father, spouse, children, brother, or sister, step-father, step-mother, step-children, **mother-in-law or father-in-law**. One (1) day will be permitted to attend the funeral of the employee's grandparents, grandchildren, and, aunts, and uncles.

An employee shall be granted up to two (2) additional days of such leave if attendance at the funeral consumes travel time in excess of three (3) hours in one (1) direction to the location of the funeral.

ARTICLE 14--LEAVE OF ABSENCE

Upon a written request the Board of Education may grant a leave of absence for a period of not more than two (2) years for educational or professional or other purposes and shall grant such leaves where illness or other disability is the reason for the request.

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

If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he is hired by the Board as a regular employee within a year after his employment as a replacement, he shall receive credit for his length of service with the Board during such replacement period.

Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

ARTICLE 15 -- OAPSE LEAVE AND WORKSHOPS

Members of the non-certified staff may attend conferences or workshops that contribute to the educational program and their professional growth.

The Board of Education may authorize personnel attendance at such functions without loss of pay. All requests must be submitted, in writing, to the Building Principal and the Superintendent prior to the absence. No absence is authorized without prior approval of the Superintendent or designee.

Each person requesting leave under this policy must complete, in triplicate, the request form available from the Building Principal. All copies of the completed request form shall be in the Superintendent's office ten (10) days prior to the date of the requested leave. Upon approval by the Superintendent, one (1) of these copies will be returned to the applicant for his/her personal file.

If the leave request is approved, all costs of such leave will be paid by the requesting employee.

ARTICLE 16--MEETINGS

Bargaining unit members required to attend meetings which occur at times other than during their regular work hours will have their work day adjusted (reduced) on the day of the meetings. If member's work day cannot be adjusted on date of meeting, members will be paid for actual hours worked and time spent in attendance at required meetings.

ARTICLE 17--CALAMITY DAY

Calamity days shall be limited to provisions in Ohio Law, currently five (5) days. After those limits have been met, twelve (12) month employees shall be required to make up lost days by extended hours or otherwise. Nine (9) and ten (10) month employees will be required to make up those lost days as required by law.

All employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity.

Any employee who is required to perform work for the Board on a calamity day shall be paid his/her hourly rate for actual hours worked on such days in addition to their calamity day pay.

Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment. However, overtime payments shall not be duplicated for the same hours worked.

ARTICLE 18--SUBSTITUTION

The Administration shall make every reasonable effort to call a substitute to perform those duties normally performed by bargaining unit employees whenever an absence occurs within any of the classifications covered by this agreement. Substitutes will only be used in the absence of regular bargaining unit employees.

ARTICLE 19-- WORKER'S COMPENSATION.

All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course 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.

ARTICLE 20--MEDICAL BENEFITS

A. The coverage provided by the hospitalization, major medical, dental, and prescription drug plan shall be at least comparable to the plan in effect for all other employees of the Board. **Benefit schedules are provided in the plan document.**

- (1) The Board shall provide eligible employees with a comprehensive medical program which will include Comprehensive Hospitalization and Surgical; Major Medical, Outpatient, Diagnostic, Laboratory and Emergency Care.
 - (a) A Two Hundred fifty Dollar (\$250.00) per year deductible for individual and a Five Hundred Dollar(\$500.00) per year deductible per family.
 - (b) Coverage shall provide for a 85%/15% co-insurance in network and 70%/30% out of network up to the first \$2,500.00 of covered expenses per individual/family and 100% of coverage per individual/family thereafter in each benefit year up to a maximum lifetime amount of \$1,000,000.00.

- (c) The Board shall provide Dental, Prescription Drug; and Term Life with Accidental Death and Dismemberment
- (2) Prescription Drug
\$ 5.00 deductible for generic
\$15.00 deductible for formulary
\$25.00 deductible for non-formulary
Mail order 90 day supply @ deductible x two(2)
- (3) Election of Spousal Coverage
Employees who have spouses covered by another non-contributory medical program must take at least single coverage with that program and will be subject to coordination of benefits for every covered claim. If the medical program is contributory, the Board shall have the option to pay the premium liability for that employees spouse rather than provide coverage under the Board plan.
- (4) Refusal of Coverage
Employees who have other coverage and do not select any of the health insurance coverages from the Board will receive a payment of One Thousand Dollars (\$1,000) annually. The payment shall be made in two (2) installments, the first to be paid by December 15th and the second to be paid by June 30th. If the employee should need to re-enroll, the payment would be prorated to the end of the month of said re-enrollment. Employees may only refuse coverage and re-enroll one time per calendar year.

B. Medical benefits shall be provided for all employees who work at least thirty (30) hours per week. Those thirty (30) qualifying hours per week do not include any supplemental positions and/or any field or athletic trips by bargaining unit personnel. Employees who work less than thirty (30) hours per week are not entitled to employer paid medical benefits. Employees hired before July 1, 2011 who are currently participating in the medical plan on a Board paid pro-rated basis shall continue to be eligible to participate on a pro-rated basis. The basis of the pro-ration is thirty (30) hours. All employees entitled to medical benefits, shall be required to pay a portion of the monthly premium for those benefits as follows:

2011-2012 5%

2012-2013 50% of teacher contribution, 5% minimum

2013-2014 50% of teacher contribution, 5% minimum

This is in addition to the pro-rated share paid by currently covered employees working less than thirty (30) hours per week and shall also be pro-rated based on hours worked.

ARTICLE 21--LIFE INSURANCE

The Board shall provide Fifty Thousand Dollars (\$50,000.00) of term life insurance coverage on all employees who work at least thirty (30) hours per week. Those thirty (30) qualifying hours per week do not include any supplemental positions and/or any field or athletic trips by bargaining unit personnel. The Board shall provide a prorated payment basis for all employees who work fewer than thirty (30) hours per week, the employee to pay the remainder of the monthly premium cost. Basis of the pro-ration is thirty (30) hours. . Bargaining unit employees who are currently contributing some portion of the premium for their coverage shall not experience a change in their contribution percentage due to this language change

ARTICLE 22--PAYROLL DEDUCTIONS FOR INSURANCE

The Board agrees that any employee who is required to pay a portion of a Board sponsored or approved insurance plan may do so through payroll deductions.

ARTICLE 23--PAY DAYS

When pay day falls on a holiday, the preceding day shall be pay day, with the employee receiving his/her pay during the normal hours of his/her shift.

Nine- and ten-month employees will be paid in twenty-six (26) equal payments.

Nine- and ten-month employees will be paid every other Thursday with the second Thursday in September being the first pay date of the new contract year for nine-month employees. Ten-month employees' first pay date of their new contract will be two weeks prior to nine-month employees' first pay date.

Due to the yearly progression of pay dates, nine- and ten-month employees will experience a three week pay period approximately once every six or seven years. Twelve-month employees shall be paid on the same regular pay date schedule as nine- and ten-month employees but will suffer no loss in pay, that is they will receive compensation for each working day during that particular pay period at their regular per diem rate.

ARTICLE 24--CLASSIFICATION PAY

When an employee performs work for eight (8) consecutive hours normally performed by an employee in a higher classification, the employee shall receive the higher rate of pay from the first hour such work is performed. When an employee performs work for eight (8) consecutive hours normally performed by the cafeteria supervisor, the employee shall receive \$1.00 per hour additional pay from the first hour such work is performed. Employees shall be paid no less than their negotiated hourly rate of pay.

ARTICLE 25--OVERTIME AND PREMIUM PAY

The overtime rate of one and one-half (1 1/2) times the straight time hourly rate for the job performed shall be paid for:

1. All hours actually worked by an employee in excess of eight (8) in any work day; or
2. All hours actually worked by an employee in excess of forty (40) in any work week, which ever is greater; provided, however, that overtime payments shall not be duplicated for the same hours worked.
3. The overtime rate of twice the employees straight time hourly rate shall be paid for all hours actually worked on Sunday.

It is understood that daily overtime will generally be given to the employee assigned to the job on which such overtime is required but that the administrator shall divide all overtime as equally as is practicable among employees having the ability to perform the available work. All overtime work shall be posted two (2) days in advance if possible.

When an employee is assigned to work a split-shift due to the building schedule, that employee will receive an additional \$.50 per hour for all hours of the split-shift.

Employees called out to work at times other than their regularly assigned hours shall be paid a minimum of two(2) hours.

ARTICLE 26--COMPENSATORY TIME

At the employee's written request, the Board may grant compensatory time off in lieu of overtime payment. Any members taking compensatory time off in lieu of overtime payment shall have prior approval of such accrued time by his/her immediate supervisor.

Compensatory time shall be accrued and granted at time and one-half (1 1/2) for all overtime hours worked.

Compensatory time shall be taken within ninety (90) working days following the accrual of the compensatory time.

A member may not accrue more than forty (40) hours of unused compensatory time. Members who have accrued unused compensatory time up to the forty (40) hour limit must be paid for the additional hours beyond forty (40).

Upon separation from employment, unused compensatory time will be paid at the rate in force at the time of accrual.

ARTICLE 27--TRAVEL ALLOWANCE

Any employee required to use his own vehicle to service the Board shall be paid the IRS rate per mile for actual travel distance.

ARTICLE 28--HOLIDAYS

All nine- and ten-month employees shall be paid for the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Day After Thanksgiving Day
8. Christmas Day
9. Presidents' Day (providing school is not in session)

All twelve-month employees shall be paid for the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day After Thanksgiving Day
9. Day Before Christmas Day
10. Christmas Day
11. Day Before New Year's Day
12. Presidents' Day (providing school is not in session)

Any employee required to perform work on a holiday shall be paid at the employee's straight time hourly rate for all hours actually worked on the holiday, in addition to receiving their regular pay for the holiday.

ARTICLE 29-VACATION

All full-time, eleven- (11) and twelve- (12) month employees, after service of one (1) year with the Board of Education, shall be entitled, during each year thereafter, to the following vacation with pay:

- Ten (10) days after one (1) year
- Fifteen (15) days after ten (10) years
- Sixteen (16) days after eleven (11) years
- Seventeen (17) days after twelve (12) years
- Eighteen (18) days after thirteen (13) years
- Nineteen (19) days after fourteen (14) years
- Twenty (20) days after fifteen (15) years
- Twenty-two (22) days after twenty (20) years

Employees may take accumulated vacation during the school year with the approval of their supervisor and the Superintendent.

Vacation choice shall be on the basis of seniority.

Employees may cash-in up to five (5) days vacation annually at their current daily rate. Vacation will be prorated from date of hire to the July 1st following date of hire. This first period shall be considered the first year to qualify for vacation regardless of its duration. Vacation will then be applied (posted) each July 1st thereafter as per the vacation schedule. No employee shall suffer loss of vacation time as a result of this language.

ARTICLE 30--RETIREMENT PAY

A. An employee may elect, at the time of retirement from active service with the Board and with ten (10) or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash for one-third (1/3) the value of his accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

The maximum payment which may be made under this provision shall be for one-third (1/3) of one hundred ninety-five (195) days (which equals sixty-five [65] days).

As used in this article, "retirement" means disability or service retirement under any state or municipal retirement system in this state.

The Board agrees to a cash payment of thirty-five hundred (\$3500). To be eligible for this provision, the employee must retire during the first year he/she becomes eligible for retirement by SERS standards. Employees who have previously become eligible will remain eligible through June 2008.

The employee shall be paid in two (2) payments; one (1) within forty-five(45)days from the date of proof of acceptance into the retirement system and one (1) by January 31st of the next tax year.

An employee who retires and is not eligible for the above payment will receive a thirty dollar (\$30.00) thank you bonus for every year of service accumulated with Sebring Schools at the date of retirement.

B. Retire/ Rehire Provision: A retiree is a person who has retirement status with SERS and is qualified for the vacancy to be filled. A vacancy may be filled by a qualified/retired applicant. The rehired retiree shall be placed at the zero step of the current salary schedule for that particular classification and will remain at that step for the duration of their employment. These employees will, however participate in general salary increases to that base rate. A retiree hired into an open vacancy will be given an initial one-year contract which is automatically non-renewal at year end, but may be renewed for succeeding years

Current severance language does not apply to rehired retirees. Insurance benefits for rehired retirees shall be the same as for other bargaining unit employees. Seniority shall begin at the most recent date of hire. The employee's work schedule shall be established by the Superintendent.

ARTICLE 31--DUES DEDUCTIONS

All members of the bargaining unit who are not members of the Association and its Local Chapter #563 shall pay to the Association a fair share fee as a condition of their continued employment with the Sebring Local School District. Such fair share fee shall not exceed dues paid by members of the Association and its Local Chapter #563.

The Association shall notify the Board of the Fair Share Fee amount and of any changes in the amount of dues deductions, and shall concurrently provide to each non-member employee a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Association's internal rebate policy.

Fair Share shall be deducted through the payroll deduction in the same manner as dues deductions, except that written authorization for Fair Share Fee deduction is not required. Both dues and Fair Share Fees shall be forwarded to the State Association with notices of names, addresses and amount.

The Treasurer of the Board shall deduct from the employees pay all dues deductions and Fair Share Fees. The Association shall forward to the Treasurer by September 1 each year the amount to be deducted for that year if changed from the previous year.

Deductions shall be made in eighteen (18) or twenty-six (26) equal installments beginning in October. The option of 26 equal installments is only available to those employees who receive 26 pays over the school year.

The Board Treasurer shall forward to the OAPSE Treasurer the amount of State dues/fee, along with a complete description by name and amount for each employee. A copy of this description shall be forwarded to the Local Treasurer. The Board Treasurer shall forward directly to the Local Treasurer the amount deducted for the Local dues. This shall be done within ten (10) days following each deduction.

The Association shall defend and indemnify the Board of Education, and hold them harmless against any and all claims, demands, suits or other forms of liability including legal fees and expenses that may arise out of or by reason of the action taken by the Sebring Local School District Board of Education for the purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointments of legal counsel for defense and indemnification purpose.

ARTICLE 32--GENERAL PROVISIONS

Wage increases as follows:	2011-2012	1%
	2012-2013	0%
	2013-2014	Based on teacher's contract

The Board shall provide to each present and new bargaining unit member a copy of this agreement at no cost to the employee.

The board agrees to pay the cost of all BCII and FBI checks for all bargaining unit employees.

The Board agrees to pay for the Commercial Drivers Test and licensing for each bus driver at each renewal date. Should a driver fail his/her examination, subsequent test fees will be the responsibility of the driver.

The Board agrees to pay test, licensing, and renewal fees for custodial personnel who currently possess a boiler license. Should a custodian fail his/her testing, subsequent test fees will be the responsibility of the employee.

Custodians will be scheduled by the building principal for events that normally require their services.

Safety meetings shall be held a minimum of four (4) times per year. The safety team will be comprised of no more than four bargaining unit representatives and four Board representatives. A Board representative will chair the meeting and provide an agenda in advance to all representatives.

Longevity Stipend Adjustment--Any bargaining unit member holding a supplemental contract in the same position for 5 years but less than 10 years, shall receive a 3% increase on the posted supplemental stipend. Any bargaining unit member holding a supplemental contract for 10 years but less than 15 years shall receive a 6% increase on the posted supplemental contract. Any bargaining unit member holding a supplemental contract in the same position for 15 years or more shall receive a 9% increase on the posted supplemental stipend. The adjustment will be based on a satisfactory review of the employees job performance, and shall be retroactive to include credit for time served by current position holders.

ARTICLE 33--LAY-OFF AND RECALL

If the Board determines it is necessary to reduce the number of employees in a job classification because of abolishment of position, lack of funds or lack of work, the following procedures shall govern such lay-off:

- A. The number of persons affected by a reduction in force will be kept to a minimum insofar as practical by not employing replacements for employees who resign, retire, die or whose contracts are not renewed on the basis of performance.
- B. Whenever it is necessary to lay off employees for the reasons set forth above, employees shall be laid off in the order of seniority with the least senior employee laid off first. For the purpose of this article, "classification seniority" shall be defined as the uninterrupted length of continuous service in job classification. Authorized leaves of absence do not constitute an interruption in continuous service; however, time spent on an unpaid leave shall not be counted in computing seniority.
- C. The following classifications shall be used in the event of a lay-off:
 - Bus drivers
 - Cafeteria workers/ Food Service Assistant
 - Cook
 - Custodial employees

Custodial-maintenance employees
Secretaries
Crossing Guard

- D. The Board shall determine in which classifications any layoff shall occur and the number of employees to be laid off. Employees on limited contracts shall be laid off before employees on continuing contracts.
- E. Employees who are laid off pursuant to this article shall be recalled in order of classification seniority to positions within the classification. Employees on continuing contract shall be reinstated before employees on limited contract.
- F. An employee who is laid off shall remain on the recall list for **two (2)** years unless he/she waives his/her recall rights in writing, resigns, fails to accept recall to a position in his/her classification or fails to report to work within ten (10) working days after written notice or recall.

ARTICLE 34 - AGREEMENT

This AGREEMENT made and entered into this **27th day of June, 2011**, by and between Sebring Local Schools Board of Education, hereinafter called the "Board," and OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES AFSCME/AFL-CIO, and its Chapter #563, hereinafter called the "Association," for and on behalf of the employees in the bargaining unit set forth in Article II of this Agreement.

ARTICLE 35 - DURATION

Contract to remain in full force and effect from **July 1, 2011**, until midnight **June 30, 2014**.

ARTICLE 36 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, AFSCME/AFL-
CIO

By [Signature]
President

By [Signature]
CHAPTER #563, OAPSE

By [Signature]
Superintendent

By [Signature]

By [Signature]
Treasurer

By [Signature]

By [Signature]

By [Signature] - OAPSE

BUS DRIVER SALARY SCHEDULE

EXPERIENCE LEVEL	<u>3 HOUR</u>		<u>4 HOUR</u>		<u>3 HOUR</u>		<u>4 HOUR</u>		<u>3 HOUR</u>		<u>4 HOUR</u>		
	HOURLY	YEARLY	YEARLY										
	<u>2011/2012</u>	<u>2011/2012</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2012/2013</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2013/2014</u>	<u>2013/2014</u>	<u>2013/2014</u>	<u>2013/2014</u>	<u>2013/2014</u>	
0	\$13.89	\$7,876.	\$10,501.	\$13.89	\$7,876.	\$10,501.	\$13.89	\$7,876.	\$10,501.	\$13.89	\$7,876.	\$10,501.	
1	\$14.24	\$8,074.	\$10,765.	\$14.24	\$8,074.	\$10,765.	\$14.24	\$8,074.	\$10,765.	\$14.24	\$8,074.	\$10,765.	
2	\$14.59	\$8,273.	\$11,030.	\$14.59	\$8,273.	\$11,030.	\$14.59	\$8,273.	\$11,030.	\$14.59	\$8,273.	\$11,030.	
3	\$14.98	\$8,494.	\$11,325.	\$14.98	\$8,494.	\$11,325.	\$14.98	\$8,494.	\$11,325.	\$14.98	\$8,494.	\$11,325.	
4	\$15.35	\$8,703.	\$11,605.	\$15.35	\$8,703.	\$11,605.	\$15.35	\$8,703.	\$11,605.	\$15.35	\$8,703.	\$11,605.	
5	\$15.73	\$8,919.	\$11,892.	\$15.73	\$8,919.	\$11,892.	\$15.73	\$8,919.	\$11,892.	\$15.73	\$8,919.	\$11,892.	
6	\$16.09	\$9,123.	\$12,164.	\$16.09	\$9,123.	\$12,164.	\$16.09	\$9,123.	\$12,164.	\$16.09	\$9,123.	\$12,164.	
7	\$16.47	\$9,338.	\$12,451.	\$16.47	\$9,338.	\$12,451.	\$16.47	\$9,338.	\$12,451.	\$16.47	\$9,338.	\$12,451.	
8	\$16.82	\$9,537.	\$12,716.	\$16.82	\$9,537.	\$12,716.	\$16.82	\$9,537.	\$12,716.	\$16.82	\$9,537.	\$12,716.	
15	\$17.20	\$9,752.	\$13,003.	\$17.20	\$9,752.	\$13,003.	\$17.20	\$9,752.	\$13,003.	\$17.20	\$9,752.	\$13,003.	
20	\$17.31	\$9,815.	\$13,086.	\$17.31	\$9,815.	\$13,086.	\$17.31	\$9,815.	\$13,086.	\$17.31	\$9,815.	\$13,086.	
FIELD TRIP RATE		\$12.76				\$12.76				\$12.76			
ATHLETIC TRIP RATE		\$12.76				\$12.76				\$12.76			

**CROSSING GUARD
SALARY SCHEDULE**

EXPERIENCE LEVEL	HOURLY	YEARLY	HOURLY	YEARLY	HOURLY	YEARLY
	<u>2011/2012</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2013/2014</u>
	0	\$11.37	\$4,299.	\$11.37	\$4,299.	\$11.37
1	\$11.50	\$4,348.	\$11.50	\$4,348.	\$11.50	\$4,348.
2	\$11.66	\$4,406.	\$11.66	\$4,406.	\$11.66	\$4,406.
3	\$11.81	\$4,463.	\$11.81	\$4,463.	\$11.81	\$4,463.
15	\$12.18	\$4,604.	\$12.18	\$4,604.	\$12.18	\$4,604.
20	\$12.30	\$4,650.	\$12.30	\$4,650.	\$12.30	\$4,650.

**CUSTODIANS SALARY
SCHEDULE**

EXPERIENCE LEVEL	HOURLY	YEARLY	HOURLY	YEARLY	HOURLY	YEARLY
	<u>2011/2012</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2013/2014</u>
	0	\$13.00	\$27,040.	\$13.00	\$27,040.	\$13.00
1	\$13.23	\$27,518.	\$13.23	\$27,518.	\$13.23	\$27,518.
2	\$13.48	\$28,038.	\$13.48	\$28,038.	\$13.48	\$28,038.
3	\$13.82	\$28,746.	\$13.82	\$28,746.	\$13.82	\$28,746.
4	\$13.98	\$29,078.	\$13.98	\$29,078.	\$13.98	\$29,078.
5	\$14.24	\$29,619.	\$14.24	\$29,619.	\$14.24	\$29,619.
6	\$14.41	\$29,973.	\$14.41	\$29,973.	\$14.41	\$29,973.
7	\$14.60	\$30,368.	\$14.60	\$30,368.	\$14.60	\$30,368.
8	\$14.79	\$30,763.	\$14.79	\$30,763.	\$14.79	\$30,763.
9	\$14.98	\$31,158.	\$14.98	\$31,158.	\$14.98	\$31,158.
10	\$15.16	\$31,533.	\$15.16	\$31,533.	\$15.16	\$31,533.
15	\$15.52	\$32,282.	\$15.52	\$32,282.	\$15.52	\$32,282.
20	\$15.66	\$32,573.	\$15.66	\$32,573.	\$15.66	\$32,573.

**CUSTODIAN / MAINTENANCE
SALARY SCHEDULE**

EXPERIENCE	HOURLY	YEARLY	HOURLY	YEARLY	HOURLY	YEARLY
<u>LEVEL</u>	<u>2011/2012</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2013/2014</u>
0	\$13.30	\$27,664.	\$13.30	\$27,664.	\$13.30	\$27,664.
1	\$13.54	\$28,163.	\$13.54	\$28,163.	\$13.54	\$28,163.
2	\$13.79	\$28,683.	\$13.79	\$28,683.	\$13.79	\$28,683.
3	\$14.04	\$29,203.	\$14.04	\$29,203.	\$14.04	\$29,203.
4	\$14.28	\$29,702.	\$14.28	\$29,702.	\$14.28	\$29,702.
5	\$14.54	\$30,243.	\$14.54	\$30,243.	\$14.54	\$30,243.
6	\$14.78	\$30,742.	\$14.78	\$30,742.	\$14.78	\$30,742.
7	\$14.97	\$31,138.	\$14.97	\$31,138.	\$14.97	\$31,138.
8	\$15.15	\$31,512.	\$15.15	\$31,512.	\$15.15	\$31,512.
9	\$15.34	\$31,907.	\$15.34	\$31,907.	\$15.34	\$31,907.
10	\$15.51	\$32,261.	\$15.51	\$32,261.	\$15.51	\$32,261.
15	\$15.89	\$33,051.	\$15.89	\$33,051.	\$15.89	\$33,051.
20	\$16.02	\$33,322.	\$16.02	\$33,322.	\$16.02	\$33,322.

Head custodian shall receive a \$0.60 per hour stipend.

The Board shall employ a minimum of one (1) custodial-maintenance person per building.

Employees hired before July 1, 2011 who currently hold a boiler license shall be paid an additional \$0.20 per hour.

COOKS SALARY SCHEDULE

EXPERIENCE	HOURLY	YEARLY	HOURLY	YEARLY	HOURLY	YEARLY
<u>LEVEL</u>	<u>2011/2012</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2013/2014</u>
0	\$11.07	\$16,738.	\$11.07	\$16,738.	\$11.07	\$16,738.
1	\$11.27	\$17,040.	\$11.27	\$17,040.	\$11.27	\$17,040.
2	\$11.43	\$17,282.	\$11.43	\$17,282.	\$11.43	\$17,282.
3	\$11.62	\$17,569.	\$11.62	\$17,569.	\$11.62	\$17,569.
4	\$11.82	\$17,872.	\$11.82	\$17,872.	\$11.82	\$17,872.
5	\$11.99	\$18,129.	\$11.99	\$18,129.	\$11.99	\$18,129.
6	\$12.18	\$18,416.	\$12.18	\$18,416.	\$12.18	\$18,416.
7	\$12.36	\$18,688.	\$12.36	\$18,688.	\$12.36	\$18,688.
8	\$12.55	\$18,976.	\$12.55	\$18,976.	\$12.55	\$18,976.
15	\$12.92	\$19,535.	\$12.92	\$19,535.	\$12.92	\$19,535.
20	\$13.04	\$19,716.	\$13.04	\$19,716.	\$13.04	\$19,716.

FOOD SERVICE ASSISTANTS

SALARY SCHEDULE

EXPERIENCE LEVEL	HOURLY 2011/2012	HOURLY 2012/2013	HOURLY 2013/2014
0	\$10.57	\$10.57	\$10.57
1	\$10.76	\$10.76	\$10.76
2	\$10.94	\$10.94	\$10.94
3	\$11.12	\$11.12	\$11.12
4	\$11.32	\$11.32	\$11.32
5	\$11.50	\$11.50	\$11.50
6	\$11.67	\$11.67	\$11.67
7	\$11.87	\$11.87	\$11.87
8	\$12.06	\$12.06	\$12.06
15	\$12.43	\$12.43	\$12.43
20	\$12.55	\$12.55	\$12.55

SECRETARY SALARY SCHEDULE

EXPERIENCE LEVEL	HOURLY 2011/2012	10 month YEARLY 2011/2012	12 month YEARLY 2011/2012	HOURLY 2012/2013	10 month YEARLY 2012/2013	12 month YEARLY 2012/2013	HOURLY 2013/2014	YEARLY 2013/2014	YEARLY 2013/2014
0	\$12.63	\$21,623.	\$26,270.	\$12.63	\$21,623.	\$26,270.	\$12.63	\$21,623.	\$26,270.
1	\$12.75	\$21,828.	\$26,520.	\$12.75	\$21,828.	\$26,520.	\$12.75	\$21,828.	\$26,520.
2	\$12.92	\$22,119.	\$26,874.	\$12.92	\$22,119.	\$26,874.	\$12.92	\$22,119.	\$26,874.
3	\$13.07	\$22,376.	\$27,186.	\$13.07	\$22,376.	\$27,186.	\$13.07	\$22,376.	\$27,186.
4	\$13.20	\$22,598.	\$27,456.	\$13.20	\$22,598.	\$27,456.	\$13.20	\$22,598.	\$27,456.
5	\$13.35	\$22,855.	\$27,768.	\$13.35	\$22,855.	\$27,768.	\$13.35	\$22,855.	\$27,768.
6	\$13.51	\$23,129.	\$28,101.	\$13.51	\$23,129.	\$28,101.	\$13.51	\$23,129.	\$28,101.
7	\$13.66	\$23,386.	\$28,413.	\$13.66	\$23,386.	\$28,413.	\$13.66	\$23,386.	\$28,413.
8	\$13.80	\$23,626.	\$28,704.	\$13.80	\$23,626.	\$28,704.	\$13.80	\$23,626.	\$28,704.
9	\$13.95	\$23,882.	\$29,016.	\$13.95	\$23,882.	\$29,016.	\$13.95	\$23,882.	\$29,016.
10	\$14.09	\$24,122.	\$29,307.	\$14.09	\$24,122.	\$29,307.	\$14.09	\$24,122.	\$29,307.
15	\$14.46	\$24,756.	\$30,077.	\$14.46	\$24,756.	\$30,077.	\$14.46	\$24,756.	\$30,077.
20	\$14.58	\$24,961.	\$30,326.	\$14.58	\$24,961.	\$30,326.	\$14.58	\$24,961.	\$30,326.

Building secretaries are currently at a 214 days per year contract. (Ten month)

Twelve month secretaries are paid for 260 days per year.