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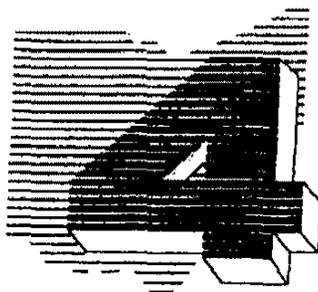
NEGOTIATED AGREEMENT

BETWEEN

**THE OHIO ASSOCIATION
OF PUBLIC SCHOOL EMPLOYEES
OAPSE/AFSCME LOCAL 4, AFL/CIO
AND ITS LOCAL #268**

AND

**THE BELPRE CITY SCHOOL DISTRICT
BOARD OF EDUCATION**



OAPSE/AFSCME Local 4/AFL-CIO

JULY 1, 2010 - JUNE 30, 2012

TABLE OF CONTENTS

	Page No.
ARTICLE 1 – Purpose and Scope	1
ARTICLE 2 – Recognition	1
ARTICLE 3 – Negotiations	2
ARTICLE 4 – Management Rights	3
ARTICLE 5 – Grievance Procedure	3
ARTICLE 6 – Union-Management Meetings	7
ARTICLE 7 – Bulletin Boards	7
ARTICLE 8 – OAPSE Leave and Union Business	7
ARTICLE 9 – Payroll Deductions	8
ARTICLE 10 – Probationary Period	8
ARTICLE 11 – Job Descriptions	8
ARTICLE 12 – Discipline	8
ARTICLE 13 – Layoff and Recall Procedure	9
ARTICLE 14 – Job Vacancy	11
ARTICLE 15 – Minimum Call In Time	12
ARTICLE 16 – Calamity Days	12
ARTICLE 17 – Overtime and Extra Work	12
ARTICLE 18 – Bus Driver Field Trips and Extracurricular Trip Assignments	12
ARTICLE 19 – Leaves	13
ARTICLE 20 – Holidays	16
ARTICLE 21 – Vacations	16
ARTICLE 22 – Severance Pay	17
ARTICLE 23 – Insurances	18
ARTICLE 24 – Worker's Compensation	19
ARTICLE 25 – Wages	19
ARTICLE 26 – Classification Pay	21
ARTICLE 27 – General Practices	21
ARTICLE 28 – Tuition Reimbursement	22
ARTICLE 29 – Distribution of Agreement	22
ARTICLE 30 – Safety Committee	22
ARTICLE 31 – Contrary to Law.	23
ARTICLE 32 – Union Security and Dues	23
ARTICLE 33 – Superceding Civil Service	24
ARTICLE 34 – Duration	25
ARTICLE 35 – Complete Agreement	26
Salary Schedule	27

ARTICLE 1
PURPOSE AND SCOPE

1.01 Purpose

It is the intent and purpose of the parties hereto to set forth herein the Agreement covering rate of pay, hours of work, and conditions of employment to be observed between the parties hereto for the employees of the Board in the bargaining unit set forth in Article 2 - Recognition, of this Agreement.

1.02 Observance

The Union (its officers and representatives) and all employees are bound to observe the provisions of this Agreement.

The Board (its officers and representatives at all levels) is bound to observe the provision of this Agreement.

ARTICLE 2
RECOGNITION

2.01 Coverage

The Board recognizes the Ohio Association of Public School Employees and Local #268 as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours, hours of work, and conditions of employment for the following job classifications:

- Bus Drivers
- Bus Mechanic
- Custodians
- Head Cooks and Cooks
- Aides/Attendant
- Building Secretaries
- Maintenance Personnel
- Part-time Mechanic Assistant
- Instructional Aides

2.02 Exclusions

Excluded shall be the Treasurer, Director Business Affairs, all Central Office employees, all supervisory, confidential or casual personnel, and all other employees not included above.

2.03 Term of Recognition

The Association shall have exclusive representative status as defined under ORC 4117.

2.04 Disputed Exclusions

Any difference which arises as to whether a newly hired employee is included in the bargaining unit under the inclusions and exclusions contained in sections A and B of the contract shall be referred to SERB for a bargaining unit determination as provided by SERB Rules and Regulations.

ARTICLE 3
NEGOTIATIONS

3.01 Issues proposed for negotiations shall be submitted by the employer to the Association and by the Association to the employer at least ninety (90) days prior to the expiration of this Agreement.

3.02 The Board and the Association shall be represented at all negotiations sessions by committee of negotiators, not to exceed four (4) persons on a committee. Neither party shall have any control over the selection of the members of the negotiating committee of the other party.

All negotiations shall be conducted exclusively between said committees.

In addition to said committee, each committee shall be authorized to admit one (1) consultant to each meeting. The consultant may converse with the members of his/her committee. Each committee may call upon their consultant to present its case. The cost of such consultants shall be borne by the party requesting them. Additional consultants may be admitted upon mutual agreement of the parties.

The Board and the Association agree to bargaining collectively, to meet at reasonable time and confer in good faith with respect to wages, hour, and conditions of employment to reach an agreement. This Agreement shall not become final and binding until ratified and executed by the Board and Association pursuant to Article 3, Section C.

3.03 When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for consideration. If ratified, the Agreement shall then be submitted to the Board for consideration. If ratified by both parties, the Agreement shall be signed and become a binding contract upon both parties.

The contract shall supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with said Agreement, as the Agreement applies to members of the bargaining unit.

3.04 If an agreement has not been reached on any issue(s) within sixty (60) days of the first meeting, either party may declare impasse.

If an impasse is declared, at the request of either party, the issues at impasse may be submitted to mediation with both parties requesting the appointment of a mediator from the Federal Mediation and Conciliation Service. Should no agreement be reached through the impasse procedure, the union may exercise its rights under O.R.C. 4117.14 (D).

It is further agreed that if a contract cannot be reached, and if the Board of Education requests, the union will present to its membership the Board's final offer prior to filing for a strike notice. If the Board's final offer is ratified by a majority of the total union membership present at the explanation meeting it shall be considered acceptable and a part of the final contract.

ARTICLE 4 **MANAGEMENT RIGHTS**

The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the education and other policies of the Belpre City School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the school district shall be governed. Accordingly, subject only to the limitations specifically set forth in this agreement, the Association recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management, supervision and control of the Belpre City School District, including the right to employ, direct, assign, evaluate, terminate, non-renew, promote, demote, lay-off, recall and transfer employees; the right to establish and amend from time to time policies, rules and regulations not inconsistent with the provisions of this agreement which are to be applicable to and observed by the employees.

ARTICLE 5 **GRIEVANCE PROCEDURES**

5.01 Grievance Policy

The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedure shall be available to all classified employees and no reprisals of any kind shall be taken against any classified employee initiating or participating in the grievance procedure.

5.02 Purpose and Objectives

The primary purpose of this procedure shall be obtain^{ed} at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. The Board and the OAPSE Chapter agree that grievance proceedings shall be handled in a confidential manner.

5.03 Definitions

- A. A grievance is an alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to.
- B. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical

circumstances affecting two or more members of said group.

The Association shall have the right to bring a grievance where such grievance affects an entire classification or the entire bargaining unit.

5.04 General Provisions

- A. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the formal grievance procedure.
- B. A grievance shall be reduced to writing on the grievance form provided by the Board of Education and shall include: (a) the alleged violations and specific provisions of contract violated; (b) relief sought; and (c) date of initiating procedure.

A committee shall be formed to evaluate the current grievance form. If no agreement can be reached, current contract language and form will prevail.
- C. The Board shall have the right of counsel of its choice at any step of the grievance procedure. Bargaining unit members may only be represented by an Association representative.
- D. The time limits shall be considered maximum, unless otherwise extended by mutual written agreement by the parties involved.
- E. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- F. Failure of the administration to respond in the time limit stated shall mean that the grievance shall be advanced to the next level immediately upon notification in writing by the grievant that the allotted time limit has passed without a response.
- G. A grievance may be initiated at Level II when it has been determined in writing by the building principal that the subject is not within his realm of responsibility or control.
their
- H. Resolvment of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
- I. A day shall be a calendar day for the administrator involved or designee in the grievance.
- J. No reprisal shall be made against any party involved in the use of this grievance procedure.
- K. A grievance may be withdrawn by the aggrieved at any level without prejudice of record.
- L. No record, document, or communication concerning a grievance shall be placed in the personal file of any participant involved in the procedure herein described.

- M. All records, documents, or communications concerning a grievance, except two (2) copies, shall be destroyed upon resolution of the stated grievance. One copy will be retained by the Superintendent's office and the other copy will be retained by the Association.
- N. The Association shall be notified whenever a grievance hearing is to be held, and shall have the right to have a representative present. If the Association representative's presence is not requested by the grievant, then such representatives shall only have the right to observe the proceedings.

5.05 Level I – Administration

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator or designee within thirty (30) calendar days of the occurrence of the alleged violation.

A meeting date shall be mutually agreed upon between the aggrieved and the administrator within ten (10) calendar days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within ten (10) calendar days of the meeting, the administrator shall provide the aggrieved and the Association with a written response stating his position and his suggestion for resolution of the grievance.

5.06 Level II -- Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he/she may, within ten (10) calendar days after the time limit for the administrator's written response, submit his grievance to the Superintendent or designee and request a meeting to discuss the grievance.

The meeting shall be within ten (10) calendar days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within ten (10) calendar days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

5.07 Level III – Board of Education

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he/she may, within ten (10) calendar days after the time limit for the Superintendent's response, submit his grievance to the Board of Education and request a meeting to discuss the grievance.

The meeting shall be within ten (10) calendar days of the request.

The meeting shall be conducted in a manner as stated in Level II.

Within ten (10) calendar days of the meeting the Board of Education shall provide the aggrieved with a written response stating its decision as to the resolution of the grievance.

5.08 Level IV -- Arbitration

If the Association is not satisfied with the suggestion for resolution received in the Level III, they may, within ten (10) days after the time limit for the Board's response, request that the issue be submitted to arbitration.

The parties shall jointly request the American Arbitration Association to provide a list of seven (7) qualified arbitrators. The selection process from this list shall be by mutual agreement. Either party shall have the right to reject the first list and to request a second list. If a second list is requested, the arbitrator shall be selected from that list through use of the alternate strike method.

5.09 Power of the Arbitrator

- A. It shall be the function of the arbitrator and he/she shall be empowered except as the powers are limited below, after due investigation to make a recommendation to the Administration in case of alleged violations.
- B. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- C. The arbitrator shall have no power to establish salary schedules or change salary schedules.
- D. The arbitrator shall have no power to decide any questions, which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management except as they may be conditioned by this Agreement.
- E. In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, it shall be referred back to the Association with a notification to the Administrator, without decision, or recommendation on its merit.
- F. There shall be no appeal from an arbitrator's decision if it is within the scope of the authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the Administration.
- G. The fees and expenses of the arbitrator shall be paid by loser. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness' regular hours of employment.

5.10 Released Time

Grievance and arbitration hearings shall be conducted at a time and place which will afford a

fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-working time of personnel involved. When such hearings are held during regular working hours, no more than three (3) members of the Association will be paid at any one time for regularly scheduled work to attend the proceeding.

ARTICLE 6
UNION-MANAGEMENT MEETINGS

The superintendent and three (3) representatives of the Association shall meet quarterly, upon request of either party, at a time mutually agreed upon. Meetings can be called more frequently upon mutual agreement of the parties.

ARTICLE 7
BULLETIN BOARDS

- 7.01** The Board shall provide bulletin board space for the union's use for posting notices regarding union affairs, restricted to the following:
- A. Notices of union meetings
 - B. Notices of union elections
 - C. Notices of union appointments and results of union elections.
 - D. Notices of union recreational and social events.
 - E. Notices concerning bona fide union activities such as cooperatives, credit unions, and unemployment compensation information, or other notices concerning union affairs, which are not political or controversial in nature.
- 7.02** The Board shall have the right to remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The Union shall be notified when an item is removed from the bulletin board.
- 7.03** The posting of any union authorized material, which is in violation of this section, shall be cause for immediate cancellation of bulletin board privileges.

ARTICLE 8
OAPSE LEAVE AND UNION BUSINESS

- 8.01** The Board agrees to permit two duly elected delegates of OAPSE Local #268 leave of three (3) days to attend the OAPSE Annual conference with continuity of salary. If a substitute(s) cannot be obtained and the safety of students is jeopardized, delegate leave may be denied.
- 8.02** OAPSE Local #268 shall be entitled to use school buildings to conduct union business only upon obtaining prior permission from the appropriate building administration and having the meeting scheduled on the building calendar. Such requests shall not be unreasonably denied.
- 8.03** No union business shall be conducted in work areas or during work time.
- 8.04** Prior to meeting with a member, the union representative shall check in at the principal's

office and advise the principal of the name of the person he is meeting and the location in the building where the meeting will take place.

ARTICLE 9
PAYROLL DEDUCTIONS

The Board agrees to make the following payroll deductions available to all members of the bargaining unit when five (5) or more employees request the same deduction:

- A. Health Insurance
- B. Annuities
- C. United Fund Campaign
- D. Credit Union
- E. Political Action Committee

ARTICLE 10
PROBATIONARY PERIOD

The probationary period for all newly hired employees shall be a maximum of one hundred twenty (120) actual working days. After the completion of this probationary period, employees' discipline rights shall be covered by Article 13 - Discipline.

ARTICLE 11
JOB DESCRIPTIONS

The Board will maintain job descriptions for all bargaining unit positions. Each employee shall be furnished a copy of his/her job description within ten (10) days of employment or award of a new position.

ARTICLE 12
DISCIPLINE

12.01 Disciplinary interview and reprimands shall be made in private. For all disciplinary hearings or actions, an affected employee may, if he/she deems it necessary, request the presence of a representative, and when such request is made, the hearing or action shall not proceed until the employee has been given a reasonable period of time to secure representation.

Nothing contained herein shall prevent verbal communications between administrator and employees without the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding and correcting, shall be termed casual and shall not include the presence of a representative.

12.02 The Superintendent has absolute discretion to suspend with cause without pay any employee for three (3) days or less. Neither such suspensions nor the cause shall be grievable, but the employee shall be given reasons for the suspension and shall have the opportunity to place a response in his/her file. If an employee is suspended for a period of longer than three (3) days, the employee shall be given written reasons for the suspension. Such suspension of longer than three (3) days must be for any of the following reasons: incompetency,

inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of Board rules or regulations, or any other failure of good behavior, or any other act of malfeasance, misfeasance or nonfeasance while in the employ of the Board. Suspensions for longer than three (3) days shall be grievable.

- 12.03** Any employee who is to be discharged shall receive prior notice of the action, with such notice including the reasons for the action. Prior to a discharge, the affected employee shall be entitled to a hearing before the Superintendent to discuss the matter. A person may be discharged for any of the following reasons: incompetency, inefficiency, dishonestly, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of Board rules or regulations, or any other failure of good behavior, or any other act of malfeasance, misfeasance or nonfeasance while in the employ of the Board. Discharges shall be grievable.

ARTICLE 13 **LAYOFF AND RECALL PROCEDURES**

- 13.01** If it becomes necessary to reduce the number of employees in a job classification due to abolishment of position, lack of funds, lack of work, or for any reason deemed necessary by the Board, the following procedures shall govern such lay-off.
- 13.02** The number of people affected by reduction in the force will be kept to a minimum through attrition.
- 13.03** Whenever it becomes necessary to lay-off employee, those affected shall be laid off according to seniority within the School District, with the less senior employee in the classification laid off first. Seniority shall be defined as the uninterrupted length of continuous service within the District as an employee of the Board of Education, computed from the date of Board appointment. Board approved leaves of absence shall not break the continuous service of the employee, but time spent on such leave (including layoffs) will not advance the employee on the salary schedule. However, the employee will accrue seniority while on such leave or lay-off period.

In case two or more employees have the same length of continuous service, defined as being hired at the same Board Meeting, seniority shall be determined by A COIN TOSS.

- 13.04** The following classifications shall be used in the event of layoff:
- A. Bus Drivers
 - B. Bus Mechanic
 - C. Custodians
 - D. Head Cooks and Cooks
 - E. Aides/Attendants/Instructional Aides
 - F. Building Secretaries
 - G. Maintenance Personnel
 - H. Part-time Mechanic Assistant

- 13.05** The Board of Education shall determine in which classification the lay-off should occur and the number of employees to be laid off. Reductions in any classification shall be made from the bottom of the seniority list for that classification. Employees must be high qualified to

bump into a highly qualified position.

An employee who is displaced due to the reduction of his/her position will have the right to bump (displace) any less senior employee within the affected classification. Should a bonafide gender incompatibility exist between the student and attendant, strict compliance to the seniority provisions of this agreement shall not apply.

Any employee who is laid off, displaced or bumped from their classification who currently holds two classifications shall have the right to bump/displace a less senior employee in the other classification based on classification seniority.

Any employee who is displaced/bumped from his/her classification, according to this article, who worked in another classification shall have the right to bump any less senior employee in his/her previous classification based on seniority accrued in the that classification.

- 13.06** Thirty calendar days prior to the effective date of lay-offs, the Board of Education shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advanced written notice of the layoff including the following information:
- A. Reasons for the lay-off
 - B. The anticipated date of lay-off
 - C. A statement advising the employee of the recall procedures of this agreement
- 13.07** The Board shall prepare a reinstatement list in the reverse order of lay-off. Reinstatement shall be made from this list before any new employees are hired unless no employees who are qualified to fill the vacant position remain on the list.
- 13.08** The employee's name shall remain in the appropriate recall list for a period of two (2) years from the effective date of lay-off.
- 13.09** Vacancies which occur shall be posted for bid in accordance with Article 14 and then be offered, in writing, to the employee standing highest on the recall list before the next highest person on the recall list in that classification may be considered. The eligible employee on the recall list shall be sent a written notice of recall by certified mail to the last address on file with the Superintendent. If the notice is refused, unclaimed or not deliverable, the employee will be deemed to have declined reinstatement five (5) days after postal delivery by certified mail was attempted. It shall be the responsibility of the employee to keep a current address and phone number on file with the Board. The certified mail notice requirement shall be waived if a laid off employee is contacted in person and signs a recall notification letter in a timely manner.
- 13.10** Employees on layoff who apply for and are awarded a position in a different classification than they held at the time of layoff shall retain seniority in their previous classification for recall to that classification. Recall is limited pursuant to 13.08 of this agreement.

ARTICLE 14
JOB VACANCY

14.01 All buildings shall have an area in which vacancy notices shall be posted. When the Board determines that a vacancy exists, a vacancy notice shall be posted for ten (10) working days. Copies of all vacancy notices shall be sent to the Local Union President. Employees desiring the position shall submit their bid to the Superintendent within the ten (10) day posting period. The vacancy notice shall contain a description of the duties, salary range, shift times, locations, and qualifications for said position. All job vacancies which are posted over summer months shall be sent to employees along with their paychecks during times when school is not in session.

14.02 Employees desiring a vacant position shall submit their bid within the ten (10) working day posting period. All vacancies shall be filled according to the following order:

The vacancy shall first be offered to the employee within the classification where the vacancy exists, who bid on the position, and who possesses the greatest classification seniority. Classification seniority shall be defined as the employee's continuous length of service in the classification as computed from the most recent date of entry into the classification. Such bid shall be awarded within five (5) calendar days of the close of the posting period.

14.03 Where no bid is received from an employee in said classification, any employee will be given consideration for said position but nothing contained herein shall require assignment to new position. However, no individual from outside the bargaining unit will be considered until all bargaining unit members who have applied have been considered.

14.04 Employees so transferred shall serve a probationary period of a maximum of thirty (30) working days, during which time the employee may be returned to his/her previous position if his/her performance is not satisfactory. Employees may choose to return to their previous position within the *ten (10)* day period.

14.05 For the purpose of this article, classification shall be considered to be:

- A. Secretaries
- B. Bus Drivers
- C. Custodians
- D. Head Cook and Cooks
- E. Aides/Attendants/Instructional Aides
- F. Bus Mechanic
- G. Maintenance Personnel
- H. Part-time Mechanic Assistant

14.06 Employees who bid and are awarded positions in another classification shall carry their years of service for purposes of placement on the salary schedule.

ARTICLE 15
MINIMUM CALL IN TIME

Any employee called into work on a day when he/she is not scheduled to work or is called back into work at a time not immediately before and/or following the start or completion of his/her regular work schedule shall be guaranteed a minimum of two (2) hours pay at the appropriate rate under this schedule for the time he/she was called into work.

ARTICLE 16
CALAMITY DAYS

All employees shall be paid their appropriate rate of pay for days or parts of days when schools in which they are employed are closed due to an epidemic or other public calamity. Any employee who is required to work on a calamity day during the time schools are closed as a result of the calamity shall be granted compensatory time off for all hours worked on the calamity day with said compensatory time being taken at a time mutually agreeable to the employee and the Superintendent or his designee. Employees maintain the right to refuse to work on Calamity Days.

ARTICLE 17
OVERTIME AND EXTRA WORK

17.01 The standard work week shall be Monday thru Friday.

17.02 Overtime shall be paid when an employee actually works beyond (40) hours in a week. Overtime shall be paid at a rate computed in compliance with the Fair Labor Standards Act, but the Board shall have the option of granting the employee compensatory time, with the employee's agreement and consent, of one and one-half (1/2) hours for each hour of overtime worked, provided that such compensatory time may not accumulate above 240 hours. Requests for the use of compensatory time shall not be unreasonably denied.

At the school wide in-service meeting each year employees may sign up on overtime rosters for each classification. Employees, who sign the overtime roster, shall be offered overtime according to classification seniority on a rotation basis. If no employee within the classification desires the overtime it shall then be offered to other qualified employees, who signed the overtime roster, based on system seniority. If an employee refuses overtime three (3) times during the school year his/her name may be removed from the overtime list for the rest of the year.

ARTICLE 18
BUS DRIVER FIELD TRIPS AND EXTRA CURRICULAR TRIPS ASSIGNMENT

Each year, prior to September 30, the Transportation Supervisor shall develop a master scheduling list of drivers desiring extra bus trips. The scheduling list shall be in order of seniority.

When the request for field and/or extracurricular trips are received by the transportation Supervisor, they will be offered on a rotational basis except that no driver shall be offered a field/extracurricular trip if the time driven on that trip plus the hours already worked during the work week would place that driver in the position of working more than forty (40) hours in the work week. The

Superintendent shall have the option to use substitute drivers on field/extracurricular trips if no regular driver is available and/or if such assignment would cause the Board to incur an overtime obligation.

The drivers of athletic/band/choir trips shall be paid at the rate of eight dollars and fifty cents (\$8.50) per hour.

All curricular trips will be paid at the driver's regular rate of pay.

ARTICLE 19 **LEAVES**

19.01 All employees shall accumulate 1 1/4 days with pay for each completed calendar month of service to a maximum of fifteen (15) days sick leave earned each year. The maximum sick leave accumulation shall be 238 days.

Employees of the Board may use sick leave for absence due to illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees or to pupils, and for illness or death in the immediate family as follows:

Reasonable number of days may be used for illness in the employee's immediate family. Immediate family is defined as: mother, father, brother, sister, mother-in-law, father-in-law, grandparents, spouse, child, grandchild, or relative living in the same household.

For death in the aforementioned immediate family, up to five (5) consecutive days of sick leave may be utilized and also for the death of a daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian or other person who stands in place of a parent (loco parentis).

An employee who transfers from one public agency in Ohio to the Belpre Board of Education shall be credited with the unused balance of his/her accumulated sick leave at the time of employment up to a maximum of 180 days. To receive such credit, the new employee shall present to the Treasurer a verification from the public agency in Ohio for which the employee most recently worked stating the number of days of unused sick leave credited to that employee at the time he/she ceased to work for that agency.

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 rate of the full-time employee.

If sick leave is taken and medical attention was required, the administration may request a signed statement from a licensed physician to justify the use of sick leave.

19.02 Jury Duty/Witness

An employee who is summoned for jury duty or subpoenaed to court/agency as a witness in a matter involving the performance of his/her duties, but is not a plaintiff in a case against the board, shall be granted leave with pay and such leave shall not be deducted from any other leave provision.

19.03 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges by law arising out of the exercise of military leave.

19.04 Leave of Absence Without Pay

Pursuant to Section 3319.13 of the Ohio Revised Code, upon the written request of an employee and with the approval of the Board of Education, the Board may grant an unpaid leave of absence for a period of not more than one (1) consecutive year for educational or professional or other purposes and shall grant an unpaid leave for up to two (2) consecutive years where illness or other disability is the reason for the request.

Upon return from a leave of absence granted pursuant to this provision, the employee shall be assigned to a position within his/her job classification.

19.05 Personal Leave

Each non-certificated employee will be allowed three (3) days of personal leave as follows:

1 day unrestricted

2 days restricted to transact personal business or to attend to affairs to a personal nature which cannot be conducted outside the regular school day. The nature of business will not be questioned but the day is not to be used for extension of vacation or holidays and shall not be used for vacation, recreation, or other gainful employment. The Superintendent has discretionary authority to refuse such days that may place the health and welfare of the students in jeopardy. Example: several requests for the same day without substitutes.

Notification for personal leave should be made to the immediate supervisor, principal and/or administrator at least three (3) days prior to such leave.

19.06 Reward for Non-Use of Personal Days

Employees will be compensated for the non-use of personal leave days each year (July 1-June 30) in accordance with the following schedule:

12 Month Employees: -0- personal leave days used = \$300.00

-1- personal leave days used = \$150.00

-2- personal leave days used = \$ 75.00

-3- personal leave days used = -0-

9 Month Employees:-0- personal leave days used = \$200.00

-1- personal leave days used = \$100.00

-2- personal leave days used = \$ 50.00

-3- personal leave days used = -0-

Any and all compensation shall be paid the last pay period of June.

19.07 Assault Leaves

- A. An employee who is absent due to physical disability resulting from a clearly unprovoked attack upon such employee where assault occurs in the course of said employee's job duties, such employee, upon approval of the Superintendent, shall be granted up to thirty-five (35) days assault leave. The employee shall be maintained on a full pay basis, and such leave shall not be charged against sick leave or personal leave. If the employee is still disabled at the end of this period, the administration shall grant an extension of the absence through sick leave.
- B. Assault leave may not be granted under this policy unless the employee in question:
 - 1. Provides a certificate from a license physician stating the nature and duration of the disability and the necessity of absence from regular employment.
 - 2. Agrees to file criminal prosecution against the person or persons involved, if known.

19.08 Family and Medical Leave Act

The Board and Association, on its own behalf of all bargaining unit members each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 U.S.C. Sections 2601 through and including 2654. Leave provisions set forth in the FMLA which are also available under this Agreement shall not increase or expand the leaves provided in this Agreement.

19.09 Professional Leave

Upon written request by an employee or request from the Superintendent, the superintendent may grant an employee permission to attend a seminar, workshop, or other in-service program specifically designed to improve the employee's employment skills and/or job related knowledge. Upon approval by the Superintendent, the employee will receive reimbursement, without loss of pay as follows:

- A. Registration fees;
- B. Mileage reimbursement at Board approved rate;
- C. Lodging
 - \$100.00 day double
 - \$130.00 day Single
- D. Meal reimbursement @ maximum of \$40.00 per day.

Employees approved for professional leave shall be paid at their contract hourly rate for such leave and only for their daily contract work hours or their time related to the conference, whichever is less.

19.10 Mileage Reimbursement

Any employee required to use his/her own vehicle in the performance of his/her duties within the district (other than travel to and from work) shall be reimbursed the current IRS mileage rate for all miles traveled in the performance of such duties.

**ARTICLE 20
HOLIDAY**

20.01 All employees shall receive the following days off with pay:

New Years Day
Martin Luther King Day or equal day in calendar (employee's discretion)
Christmas Day
Good Friday
Thanksgiving Day
Memorial Day
Labor Day
(2) Swing Days

(12 month employees shall receive the above noted holidays off with pay and also the following:)

July 4th
Friday After Thanksgiving
One day before or after Christmas
Birthday

20.02 Employees working on a holiday shall receive the regular rate of pay for all hours worked, in addition to holiday pay.

20.03 Swing Day - A swing day is defined to be a holiday that may be taken anytime at the discretion of the employee. The Superintendent has discretionary authority to refuse such days that may place the health and/or welfare of the students in jeopardy. Example: Several request for the same day without substitutes. Notification for use of Swing days should be made to the immediate supervisor at least three (3) working days prior to such leave.

20.04 All twelve month employees shall be granted their birthday off. The Superintendent has discretionary authority to refuse such days that may place the health and/or welfare of the students in jeopardy. If the birthday occurs on a holiday or weekend the two parties will agree on a mutual day for release time.

**ARTICLE 21
VACATIONS**

21.01 The Board of Education believes that it is beneficial to the District that personnel employed to work twelve (12) months per year be given periodic relief from the responsibility of their job without loss of compensation.

Each classified employee serving twelve (12) months per year shall be entitled to annual vacation, with pay, based on length of service in the District. Upon request twelve (12) month employees are entitled to 2 weeks of vacation with pay each school year for the first eight (8) years of service. Twelve (12) month employees with 9 - 15 years of service are entitled to three (3) weeks of vacation with pay each school year. Employees with 16-24 are entitled to four (4) weeks vacation with pay each school year and employees with 25 or more years are entitled to (5) weeks of vacation. Service in a 9, 10, 11 or 12 month position counts as one year of service for the purpose of this policy.

- 21.02** For the purpose of this policy, school year is defined as the period of time from July 1 through June 30. Any employee beginning employment between July 1 and December 31 will be given a full year of service and those beginning their employment between January 1 ~~and~~ ^{and} June 30 will be given no service credit towards years of service for the purpose of this policy. Those employees who have less than a full year service during their first school year, will have their vacation prorated as follows:

.83 vacation days for every full month of service

Any employee who works in excess of 1920 hours per year is eligible to receive two (2) weeks vacation.

- 21.03** Unused vacation days may carry over to the next school year to a maximum of ten (10) days provided the employee notifies the superintendent in writing on or before June 15. An employee shall not accumulate more than ten (10) carry over vacation days. Vacation days are not earned while the employee is on a Board of Education approved unpaid leave of absence.
- 21.04** Classified Employees with Prior Governmental Service in Ohio: A full-time classified school district employee who is currently earning vacation credits shall be entitled to receive credit for prior service with this State or any political subdivision thereof as if such service were with this school District.

RC 3319.084, 9.44
AGO 83-077

ARTICLE 22 **SEVERANCE PAY**

The following formula and guidelines will be used in determining severance pay:

- A. Resignation and notice from the State Retirement Systems must be received by the treasurer of the board of education two months prior to retirement date.
- B. To facilitate budgeting, notice of intent to retire should be given one year in advance of retirement day. Exception would be forced medical retirement.
- C. If retirement occurs after the start of a new school year the rate of pay for calculating severance pay will be at the rate of pay received the previous school year.

- D. Formula for calculation of severance pay shall be 1/4 or .25 times the accumulated sick leave at time of retirement to determine eligible severance days. Eligible days times the daily rate of pay equals the severance pay.

Maximum accumulated sick leave allowed for calculating severance pay shall be 1/4 of the accumulated sick leave to a maximum of 57 days severance pay.

ARTICLE 23
INSURANCE

23.01 The Board shall make a contribution toward the purchase of hospitalization/medical surgical insurance for eligible employees hired before March 1, 1994 and utilizing medical/hospitalization insurance provided by the Board as of December 1, 2003.

Single Coverage 95% Board Paid
Family Coverage 95% Board Paid
Employee and Spouse Work in District 95% Board paid

The Board shall make a contribution toward the purchase of medical/hospitalization insurance for eligible employees hired after March 1, 1994 or who did not utilize medical/hospitalization insurance provided by the Board by December 1, 2003.

0 - 19 hour employee	0% Board Paid
20 - 29 hour employee	50% Board Paid
30 - 39 hour employee	90% Board Paid
40 Hour employee	95% Board Paid

23.02 Major Medical Insurance

Plan type is PPO.

Deductible

Network	Single	\$100
	Family	\$200
Non Network	Single	\$200
	Family	\$400

Coinsurance %

Network	Single 90%
	Family 90%
Non Network	Single 70%
	Family 70%

Out-of-Pocket

Network	Single	\$750
	Family	\$1,500
Non Network	Single	\$2,000
	Family	\$4,000

Other Benefits

Office Visit	\$25
Urgent Care	\$25
ER Co-pay	\$50

RX/MOD \$10/\$20/\$30
Lifetime Maximum is \$3,000,000.

Deductibles do not cross apply.

23.03 Dental Insurance

The Board shall contribute 100% towards the purchase of dental insurance for eligible employees.

23.04 Term Life Insurance

The Board shall contribute 100% of the premiums towards the purchase of \$25,000 term life insurance for eligible employees.

23.05 Vision Insurance

The Board shall contribute 100% towards the purchase of vision insurance for eligible employees.

23.06 Any employee working 20 or more hours per week on a regular basis shall be entitled to 100% Board paid dental, vision, and life insurance.

23.07 An insurance committee will meet to review insurance. The committee will issue a recommendation by the April Board meeting of each year. All decisions will be made by consensus and shall be advisory only to all affected parties.

ARTICLE 24
WORKER'S COMPENSATION

24.01 All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio.

24.02 An injury while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workmen's Compensation by the appropriate person.

24.03 The Board agrees to continue to provide and pay any premiums for medical insurance in effect on said employee for an additional twelve (12) months from the date of the injury where an employee applies for and receives worker's compensation.

ARTICLE 25
WAGES

25.01 Wages

Effective July 1, 2010 – 1.5% Increase across the board
Effective July 1, 2011 – 1.5% Increase across the board

25.02 All employees in the Belpre City School District will be paid the amount of their annual contract in twenty-six (26) pay periods to be issued on every other Friday. In case of

holidays, pay dates will fall on the last administrative work day prior to the normal date. Every six (six) to seven (7) years, in order to avoid twenty-seven (27) pay periods, the treasurer will notify employees no later than September 1, that a payroll adjustment is necessary. This notification will identify one of the months during that year in which three pay dates are normally scheduled and will schedule two pays for that month. There will be no more than 3 weeks between pay periods when this occurs.

25.03 The superintendent has sole discretion to assign new employees to salary and benefits levels beyond the entry level schedules up to level 3.

25.04 For the purpose of calculating a school year for this article, a school year is defined as the period of time from July 1 through June 30. Any employee beginning employment between July 1 and December 31 will be given a full year of service and those beginning their employment between January 1 and June 30 will be given no service credit towards years of service for the purpose of this policy.

25.05 Incentive Pay

Employees who perform at a satisfactory level or better on written evaluation(s) and who are present for their daily work schedule 96% of their work year are eligible for additional compensation to be paid as follows:

Nine and ten month employees	\$600
Twelve month employees	\$800

- Employees who work a minimum of 96% of their work schedule from July 1 through November 30 will receive ~~one~~ ^{one} half of their incentive pay on the last pay prior to Christmas. *
- Employees who work a minimum of 96% of their work schedule from December 1 through June 30 will receive the remaining one half of their incentive pay on the second pay date in July.
- Employees who do not meet the 96% attendance rate for either part of the year, but meet the 96% attendance rate overall, qualify for the entire incentive pay and will receive it on the second pay date in July.

Nine and ten month employees	\$600
Twelve month employees	\$800

The 96% attendance requirement does no include days off for: Vacations, holidays, one(1) personal leave day for twelve (12) month employees and three (3) personal leave days for (9) or (10) month employees, assault leave, jury duty, job related injuries for one calendar year from the initial injury, and three (3) days bereavement leave (based on sick leave provisions). *

25.06 The Board shall pay the employer's share of SERS contributions as required by law. In addition, the Board will "pick up" (pay directly) one and one-half percent (01.5%) of the employee's share of the retirement contribution to the SERS on behalf of each bargaining unit member, plus all retirement contributions on the "picked-up" amount. During the term of this contract, this "pick-up" shall be a condition of employment and shall not be at any bargaining

unit member's option. It is the intention of the parties that the "picked-up" amount be included in each bargaining unit members' total compensation for the purpose of calculating retirement benefits. The SERS "pick-up" will be continued for the term of this Agreement, so long as it is allowed by the Internal Revenue Code, the SERS and the State Attorney General. Should the one and one half percent (01.5%) "pick up" no longer be legally permitted, and this plan therefore is terminated for that reason, one and one half percent (01.5%) shall be added to the salary schedule then in effect upon plan termination.

ARTICLE 26 **CLASSIFICATION PAY**

It is agreed that if an employee is assigned to and does perform work that is regularly performed by an employee in a higher classification, then that replacement employee shall receive the new rate of pay immediately.

When an employee transfers from one classification to another that employee shall receive service credit for the new position based on accumulated experience.

ARTICLE 27 **GENERAL PRACTICES**

- 27.01** The Board shall contribute to the payment of all required fees, licenses, training, and examinations associated with and approved in advance for maintaining employment to a maximum of \$200.00 per school year. Arrangements for payment shall be made by the employee with the treasurer's office prior to the expenditure of any money.
- 27.02** Employees shall be compensated at their regular rate of pay for all conferences or meetings required by the Administration.
- 27.03** The Board will supply two (2) pairs of coveralls to the mechanic and maintenance department (one winter set and one summer set) during this contract. The Board shall purchase aprons for the cafeteria personnel, which shall be worn while on duty.
- 27.04** All bus drivers shall receive a \$90.00 stipend the last pay of June for bus washing. Buses are to be washed 18 times per year or twice per month.
- 27.05** The designation of "lead *person*" for summer custodial work may be used on an as needed basis as determined and appointed by the Superintendent or his designee. Individuals who are appointed to such a position shall receive a thirty-five cents (\$.35) per hour increase in their hourly rate while they hold said position.
- 27.06** Employees with 40 hours per week in one or more classification(s) on the effective date of this contract shall be guaranteed forty-hours per week of total employment during the life of this contract. The rate of pay shall be determined by the classification in which the employee works. These employees shall not be exempt from other provisions of the contract that affect employment.
- 27.07** Any employee who works 1920 hours or more in a year (July 1 - June 30) shall receive full employment consideration of a twelve (12) month employee the following year (July 1- June 30).

27.08 Employees incurring mileage expenses shall be reimbursed at the Board approved rate per mile at the time the mileage is incurred.

ARTICLE 28
TUITION REIMBURSEMENT

The Board agrees to reimburse any classified employee for taking college hours which have been submitted to and approved by the Board prior to the taking of said hours. In order to be eligible for reimbursement, a classified employee must have completed at least one year in the district prior to submitting a request for approval.

The school year shall begin with the quarter/semester designated as fall/first and end with the last quarter/semester designated as summer.

Classified employees will be reimbursed on a pro rata basis using the following formula.

Individual Reimbursement shall equal:

$$\frac{\text{Classified Member's Tuition Cost Incurred}}{\text{Budgetary Cap Total Classified Staff Tuition Incurred}} \times \text{Total Classified Staff Tuition Incurred}$$

Reimbursement shall not exceed actual tuition costs.

Payment will be made upon successful completion and submission of an official transcript or grade slip and a copy of the tuition receipt, on or before October 15 of the successive school year. Payment will be made by October 30.

Tuition reimbursement will not be made for courses which are audited, failed or not completed.

Courses will not be approved by the Board that have no value to the district.

The Budget Cap is: \$1,000.00 per year

ARTICLE 29
DISTRIBUTION OF AGREEMENT

Within thirty (30) days after execution of this agreement, the Board will provide a copy of this agreement to all bargaining unit members, and ten (10) extra copies to the Association. The Board and the Union shall split the cost of reproduction.

ARTICLE 30
SAFETY COMMITTEE

The Board agrees to recognize an OAPSE Safety Committee. Said committee shall meet with the superintendent (or his designated representative) at any time a need exists.

The committee shall consist of at least five (5) members and may have at least one representative from each department recognized in Article I.

The powers of the Safety Committee shall be limited to investigating and recommending safety

changes to the Administration or the Board.

Meetings will be held at times and places agreed to in advance after at least five (5) days notification of request for a meeting.

ARTICLE 31
CONTRARY TO LAW

The Board of Education and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

ARTICLE 32
UNION SECURITY AND DUES

- 32.01** Each person in the bargaining unit who is not a member of the Union shall after sixty (60) calendar days of initial employment, be obligated to pay the Union, as a condition of employment, a "fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Union, nor shall the fair share exceed Union dues covering the same period of time. Members of the bargaining unit shall have sixty (60) calendar days after the effective date of this agreement to join the Union and authorize dues to be deducted over the pays remaining through the second pay check in August. After such sixty (60) days, the fair share fee shall be deducted from each employee who has not authorized deduction of Union dues, such fair share fee deductions to be made from the remaining pays after the sixty (60) day period ending with the second pay in August.
- 32.02** The deduction of the fair share fee by the Treasurer of the Board from the payroll check of the employee and its payment of the Union after the sixty (60) day grace period, shall be automatic and does not require the written authorization of the employee. The fee deduction shall be made on the same payroll days that Union dues are deducted.
- 32.03** The Board will supply the Union with the amount of gross earnings for each unit member for the previous calendar year or the salary notices for new employees by July 15th of each year. The Union shall provide a list of names and the amount of dues or fair share fees to be deducted for each. Union dues and fair share fees, as certified by the Union annually on August 15, shall be deducted in twenty four (24) equal installments beginning with the first pay period in September and ending with the second pay in August. The union agrees that dues and fee deductions for Belpre Local #268, shall be paid directly to the OAPSE State Office with a list for whom deductions were made. The Board shall not be responsible for any dues or fee deductions after the employee's employment terminates.
- 32.04** The Union warrants to the Board that it has established an internal rebate procedure which will be maintained during the term of this Agreement in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of members of the bargaining unit and that such procedure and posting shall be in compliance with all applicable state and federal laws

and the Constitutions of the United States and the State of Ohio.

32.05 The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C), when effective, and all other applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

32.06 The Union shall defend and indemnify the Board, its members, and its administration and supervisory employees, including but not limited to the Board's Treasurer (all hereinafter, "the indemnities"), for, and hold them harmless from, any and all liability, or damages including any punitive damages, and expenses, directly or indirectly incurred by the indemnities, or any of them because of any legal action or administration claim brought against them as a result of the provisions of this Article.

ARTICLE 33
SUPERCEDING CIVIL SERVICE

The Union and the Board expressly agree and intend that the language of the Master Contract shall govern the wages, hours, terms and conditions of employment for this bargaining unit. The Union and Board further agree that to the extent that the terms of the Master Contract conflict with or contradict state and local civil service laws and regulations, the terms of the Master Agreement will prevail and govern the actions of the Union and Board.

ARTICLE 34
DURATION

This agreement shall become effective July 1, 2010 and continue through July 31, 2012.

Date: 4-4-11

For the Union

Susan Nickerson - Pres.
Joe Smith
Karen Locke - Sec.

For the Board of Education

Bob Simmons
Harry L. Fleming
Eric K. Young

ARTICLE 35
COMPLETE AGREEMENT

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this agreement.

FOR THE BOARD:

FOR THE UNION:

Bobbi Simmons 3/30/11
Board President Date

Susan Muxeson 4-4-11
Local President Date

Harry L. Sherry 3-30-11
Superintendent Date

Paul St 3-23-11
Negotiations Team Member Date

Eric K. Seeger 3-30-11
Treasurer Date

Karen Locke 3-23-11
Negotiations Team Member Date

BELPRE CITY SCHOOL DISTRICT
Classified Salary Schedule
2010-2011

STEP	BUILDING SECRETARY	HEAD COOK	COOKS	AIDE/ ATTENDENT	INSTRUCT. AIDE	CUSTODIAN	MAINT.	MECHANIC/ BUS DRIVER	MECH ASS'
0	9.72		8.47	8.47	8.47	9.43	9.65	10.85	9.43
1	11.19		9.57	9.68	9.68	10.85	11.04	12.49	
2	11.59		9.89	9.98	9.98	11.27	11.45	12.94	
3	12.02	10.59	10.11	10.27	10.27	11.64	11.83	13.42	
4	12.46	10.85	10.39	10.59	10.59	12.05	12.25	13.84	
5	12.88	11.05	10.59	10.94	10.94	12.46	12.64	14.32	
6	13.26	11.32	10.85	11.07	11.07	12.85	13.04	14.79	
9	13.72	11.55	11.05	11.55	11.55	13.23	13.46	15.28	
12	14.13	11.80	11.32	11.77	11.77	13.64	13.83	15.69	

BELPRE CITY SCHOOL DISTRICT
Classified Salary Schedule
2011-2012

STEP	BUILDING SECRETARY	HEAD COOK	COOKS	AIDE/ ATTENDENT	INSTRUCT. AIDE	CUSTODIAN	MAINT.	MECHANIC/ BUS DRIVER	MECH ASS'
0	9.87		8.59	8.59	8.59	9.57	9.80	11.01	9.57
1	11.35		9.72	9.83	9.83	11.01	11.21	12.68	
2	11.77		10.03	10.13	10.13	11.44	11.62	13.14	
3	12.20	10.75	10.26	10.43	10.43	11.82	12.01	13.62	
4	12.65	11.01	10.55	10.75	10.75	12.23	12.43	14.05	
5	13.07	11.22	10.75	11.11	11.11	12.65	12.83	14.54	
6	13.45	11.49	11.01	11.24	11.24	13.04	13.24	15.01	
9	13.93	11.72	11.22	11.72	11.72	13.42	13.66	15.50	
12	14.34	11.98	11.49	11.95	11.95	13.85	14.04	15.93	