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A MASTER AGREEMENT
BETWEEN
THE CRESTWOOD BOARD OF EDUCATION
AND
LOCAL #385
OF THE
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES

JUNE 29, 2011 TO JUNE 30, 2013

ARTICLE NO.

	PREAMBLE	1
1	RECOGNITION	1
2	RECOGNITION OF BOARD	2
3	NEGOTIATIONS	2
4	PROVISIONS CONTRARY TO LAW	3
5	HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE	4
6	LIFE INSURANCE	6
7	DENTAL CARE AND VISION INSURANCE	6
8	OVERTIME	6
9	REPORT PAY (CALL IN)	7
10	CALAMITY DAY PAY	7
11	SEVERANCE PAY	7
12	GRIEVANCE PROCEDURE	8
13	PAID LEAVES	10
	SICK LEAVE	10
	PERSONAL LEAVE	12
	ASSAULT LEAVE	12
	JURY DUTY LEAVE	13
14	UNPAID LEAVES	13
	ILLNESS/DISABILITY LEAVE	13
	MATERNITY/PATERNITY/CHILD CARE LEAVE	13
	OTHER UNPAID LEAVES	15
15	FAMILY MEDICAL LEAVE ACT (FMLA)	15
16	VACATIONS	16

ARTICLE NO.

17	HOLIDAYS	17
18	PERSONNEL FILES	18
19	NOTIFICATION OF VACANCIES	19
20	DUES DEDUCTIONS	23
21	PHYSICAL EXAMINATIONS	24
22	MAIL PRIVILEGES	24
23	USE OF FACILITIES	24
24	BOARD/ASSOCIATION MATERIALS	24
25	JOB DESCRIPTIONS	25
26	RELEASED TIME	25
27	WARM-UP TIME	25
28	EXTRA TRIPS	25
29	CLEANING OF BUSES	26
30	DISPENSING MEDICATION	26
31	LONGEVITY	26
32	WORK WEEK - PAID LUNCH	27
33	REDUCTION IN FORCE - LAYOFF RECALL	27
34	SERS PICK-UP	30
35	DISCIPLINE AND SUSPENSION	31
36	PROBATIONARY PERIOD	32
37	JOB TRAINING	33
38	UNIFORM ALLOWANCE	33

ARTICLE NO.

39	SALARY SCHEDULES	34
	AIDE	35
	AIDE - SPECIAL EDUCATION	36
	AIDE - SPECIAL EDUCATION 7 ½ HRS	37
	BUS DRIVERS - DOUBLE RUN	38
	BUS DRIVERS - FOUR HOUR	39
	BUS DRIVERS - SINGLE RUN	40
	CAFETERIA - COOK MGR., 7 ½ HRS	41
	CAFETERIA - COOK MGR., 7 HRS.	42
	CAFETERIA - COOK MGR., 6 HRS.	43
	CAFETERIA - COOK, 7 ½ HRS.	44
	CAFETERIA - COOK, 7 HRS.	45
	CAFETERIA - COOK, 6 HRS.	46
	CAFETERIA - HOURLY	47
	CUSTODIAN - HEAD ELEM.	48
	CUSTODIAN - HEAD, MS DAY, HS DAY, HS After.	49
	CUSTODIAN	50
	MAINTENANCE - BUILDINGS	51
	MAINTENANCE - GROUNDS	52
	MECHANIC - HEAD	53
	MECHANIC – DAY	54
	MECHANIC - NIGHT	55
	MECHANIC HELPER	56
	SECRETARY - 10 MONTH	57
	SECRETARY - 10-1/2 MONTHS	58
	CUSTODIAN/DELIVERY	59
40	LABOR MANAGEMENT COMMITTEE	60
41	STIPEND FOR BARGAINING UNIT MEMBERS	60
42	CONTROLLED SUBSTANCE/ALCOHOL TESTING POLICY FOR SAFETY SENSITVE POSITIONS	60
43	ATTENDANCE INCENTIVE	62
44	SMOKE FREE ENVIRONMENT	64
45	SECTION 125 PLAN	64
46	AFSCME PEOPLE	64

ARTICLE NO.

47	PAST PRACTICE/COMPLETE AGREEMENT	64
48	USE OF VANS	65
49	DUAL POSITIONS	65
50	RETIREMENT INCENTIVE PLAN	65
51	DURATION AND INTENT OF AGREEMENT	65
	APPENDIX A: SUMMARY OF BENEFITS	67
	APPENDIX B: NONE	
	APPENDIX C: GRIEVANCE FORM	72

PREAMBLE

The Board of Education of the Crestwood Local Schools, together with the classified personnel of Local #385 of the Ohio Association of Public School Employees, employees of the Crestwood Local Schools, agree that the welfare of the children of the school district is paramount in the operation of the schools and can best be accomplished by effective cooperation between the Board and the Administration and the Classified personnel. It is the purpose of the document to establish the relationship between the Board of Education and Local #385 of the Ohio Association of Public School Employees and to establish an orderly procedure for the consideration and resolution of matters subject to negotiations. The parties do hereby agree as follows:

ARTICLE 1 - RECOGNITION

A. Coverage

The Administration recognizes the Ohio Association of Public School Employees and Local #385, as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours of work, and conditions of employment for the following job classifications:

1. Aides
2. Cafeteria
3. Custodial
4. Building Maintenance
5. Grounds Maintenance
6. Bus Drivers
7. Bus Mechanics
8. Secretarial

B. Exclusions

The bargaining unit shall not include:

1. Secretary to Superintendent
2. Secretary to Assistant Superintendent/Director of Academic Programs
3. Cafeteria Supervisor
4. Building, Grounds, and Transportation Supervisor
5. Treasurer
6. Treasurer's Staff
7. Substitutes

C. Term of Recognition

The Administration recognizes the Ohio Association of Public School Employees and Local 385 (as stated in Article 1 - Recognition, Section A), for the term of this agreement.

D. Disputed Exclusions

Any difference which shall arise between the Administration and the Union, as to whether or not whether or not a newly created position is or is not included or is not included within the bargaining unit, shall be handled by the State Employment the State Employment Relations Board (SERB).

ARTICLE 2 - RECOGNITION OF BOARD

The Association recognizes the Board as the locally elected body charged with establishing and adopting policies for public education in the Crestwood Local School District. The Association further recognizes that the Board is the employer of all classified personnel of the school system. Except as expressly provided otherwise in this Document, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board and administration.

Due to the passage of time and changes in titles of positions, bargaining unit exclusions as described in Article 1 shall continue. Also, for purposes of this agreement, including but not limited to Articles 19 and 33, the following positions are not within the bargaining unit:

1. Executive Secretary
2. Administrative Assistant
3. Director of Business Services
4. Food Service Supervisor
5. Supervisor of Custodial Services, Maintenance and Grounds
6. Supervisor of Technology
7. Transportation Manager
8. Project Administrator
9. Treasurer/CFO
10. Treasurer's Assistant
11. Computer Network Technician
12. Substitutes
13. Board Office Receptionist/Secretary to Curriculum Director/Director of Administrative Services
14. Director of Administrative Services

Seasonal and casual employees are defined as those who are assigned on an as needed basis to supplement the work force and to average an aggregate of 500 or fewer hours.

ARTICLE 3 - NEGOTIATIONS

- A. Either party may initiate negotiations for a successor Agreement at least ninety (90) days prior to the expiration of this agreement by filing a Notice to Negotiate with the State Employment Relations Board and a copy to the other Party.
- B. The Employer and the Association shall be represented at all negotiation

sessions by a committee of negotiators, not to exceed five (5) persons on a committee. Neither party shall have any control over the selection of the members of the negotiating committee of the other party. One observer shall be permitted by each team.

All negotiations shall be conducted in private, exclusively between said committees.

The Administration and the Association agree to bargain collectively, to meet at reasonable times and to confer in good faith, with respect to wages, hours, and conditions of employment, as defined by ORC 4117.08(A), 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, Negotiations.

All proposals shall be exchanged in writing two weeks prior to the first meeting. No additional issues shall be submitted by either party following the submission of proposals two weeks prior to the first meeting unless agreed to by both parties.

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

When a final agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in the proper form, it shall be submitted to the Association and the Board for ratification and adoption.

- D. If agreement has not been reached on any issue within sixty (60) days after the opening of negotiations, either party may declare impasse. Both parties shall jointly request the services of the Federal Mediation and Conciliation Service.

The assigned mediator will set meetings and conduct such meetings with both parties present. The mediator will attempt to reach a settlement on unresolved issues only.

The mediator's recommendation will be advisory in nature and non-binding upon either party. This shall be a mutually agreed upon impasse procedure.

ARTICLE 4 - PROVISIONS CONTRARY TO LAW

If any provisions of the document or any application of this document to any school employee, shall be found by a court, contrary to law, this provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions shall continue in full force and effect. In the case of such invalidation, the parties shall meet within thirty (30) days to negotiate such replacement clause. It is recognized that under O.R.C. 4117 the parties may agree to language that supersedes state law. Under such circumstances, the provisions of this agreement shall prevail.

ARTICLE 5 - HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE

- A. Effective July 1, 2011 current insurance-eligible employees will pay 15% of the yearly medical and prescription premium increase/decrease for single and family coverage. Any employee hired between July 1, 2008 and June 30, 2011 or any current employee who becomes eligible for insurance between July 1, 2008 and June 30, 2011 shall pay \$20.00 more than the current insurance eligible employees pay. Any employee hired after July 2011 will pay 15% of the yearly medical, dental and prescription cost for single and family coverage.
- B. Bargaining unit members eligible to enroll in the district's health insurance program during the 2005-2006 school year due to the employee working 20 or more hours and employed with the district as of July 1, 2006, shall continue to be eligible for insurance benefits if the employee does not voluntarily decrease his/her hours below twenty hours.

New employees hired after July 1, 2006 shall be required to work a minimum of 25 hours per week to be eligible for insurance benefits.

C. EXTEND THE PRECERTIFICATION RULES TO OUTPATIENT ADMISSIONS AS FOLLOWS:

- 1. Except in the case of an emergency or prior approval, no weekend admission into the hospital shall be permitted.
- 2. Except in the case of an emergency, a preadmission review by a Health Care Review Organization shall be completed by the doctor prior to admission into the hospital and/or outpatient surgery. In the case of an emergency, this review can be completed within forty-eight (48) hours subsequent to admission and/or inpatient or outpatient surgery.

D. MODIFY THE PRECERTIFICATION RULES AS FOLLOWS:

Failure to comply with the precertification provision of the Plan shall, after submission to Health Care Review Organization, result in the hospital and surgical bills being paid or reimbursed at ten percent (10%) less than that provided for by the Plan, to a maximum payment by the employee of Five Hundred Dollars (\$500).

E. SPOUSE COVERAGE

- 1. If a spouse of an employee with a family plan has dependents and is eligible for family coverage under a noncontributory program, the spouse must take family coverage with his/her employer to be eligible for coverage for himself/herself, and those dependents for whom the spouse's employer would be primary, under this plan.
- 2. The Board reserves the right to pay the spouse's share of either a single

or family plan, and such payment shall result in payment under coordination of benefits with said plan regardless of whether or not the spouse takes coverage under said plan.

F. COMPREHENSIVE HOSPITALIZATION AND MAJOR MEDICAL INSURANCE PROGRAM

The Board shall offer a Comprehensive Hospitalization and Major Medical Insurance Program for members of the bargaining unit no less than the specifications of Appendix A except when a specific benefit is no longer offered through the Consortium.

1. As part of this program, the employee is responsible for out-of-pocket expenses as per the Employee Benefit Plan.
2. The Plan as administered will have a maximum out-of-pocket of Five Hundred/One Thousand Dollars (\$500.00/\$1,000.00) in-network and Nine Hundred/One Thousand Eight Hundred Dollars (\$900.00/\$1,800.00) out-of-network.
3. After each December 31, any bargaining unit member who has incurred annual out-of-pocket expenses totaling more than Three Hundred Fifty/Seven Hundred Dollars (\$350.00/\$700.00) will be reimbursed by the Board of Education to a maximum of One Hundred Fifty/Three Hundred Dollars (\$150.00/\$300.00) in-network and out-of-network.

G. PRESCRIPTION DRUG INSURANCE

The Board shall provide a Prescription Drug Insurance Plan as follows: a 3-tiered formulary co-pay plan: \$3/\$10/\$20 (30-day generic/formulary/non-formulary); and \$6/\$20/\$40 (90-day mail order generic/formulary/non-formulary plan).

H. INSURANCE COMMITTEE

If a change in insurance is contemplated, OAPSE and the Board will form an insurance committee. OAPSE will select two members to serve and the Superintendent will designate two members to serve. Should CEA choose to participate in the insurance committee, CEA may select two members to serve. The charge for the committee shall be to investigate options that will assist in reducing the escalating cost of insurance. The committee may make recommendations for insurance options, but any recommendations are subject to the collective bargaining process.

I. MEDICAL WAIVER

If ten or more bargaining unit members inform the Treasurer's office in writing that the bargaining unit member affirmatively waives any right to insurance for the year, the employee shall receive \$3,000.00 in consideration for the medical waiver. Written authorization to accept a medical waiver will be submitted by the June 1 prior to the upcoming school year.

Bargaining unit members who select the medical waiver acknowledge the terms

and conditions of the Employee Benefit Plan, including but not limited to the pre-existing condition limitations.

C. through L. Current contract language unless federal or state law requires modification and the applicable law does not allow the parties to maintain benefits or the language as currently written, e.g., coverage for dependents.

ARTICLE 6 - LIFE INSURANCE

The Board of Education shall provide to all full-time classified employees \$25,000.00 life insurance and maintain 100% of the premium associated with the plan.

The covered members of the bargaining unit under this policy may purchase additional insurance by requesting the amount desired in writing and having the additional cost deducted, equally, from each paycheck subject to the limitations of the insurance carrier.

ARTICLE 7 - DENTAL CARE AND VISION INSURANCE

The Board of Education shall provide dental insurance for all current full-time Insurance-eligible classified employees either single or family plan as stated in PLAN A, of the Portage County Consortium. The Board shall maintain 100% of the premium associated with the plan for current insurance eligible employees. Any employee hired between July 1, 2008 and June 30, 2011 or any current employee who becomes eligible for dental insurance between July 1, 2008 and June 30, 2011 shall pay \$10.00 more than the current insurance eligible employees pay. Any employee hired after July 1, 2011 will pay 15% of the yearly dental insurance premium cost for single and family coverage.

The Board shall pay fifty-one (51%) percent of the premium for Vision insurance coverage for each member of the bargaining unit and his/her family if that bargaining unit member so elects coverage. Coverage will be offered as available through the current insurance consortium.

ARTICLE 8 - OVERTIME

INTENT: It is not the purpose of this article to prevent the Board from making the determination as to whether an overtime opportunity exists, and does not apply to other than scheduled overtime.

When opportunity for overtime exists it shall be awarded within classification and within location first on a rotating basis. After that it will be offered to other persons within classification on a rotating list. Employees shall indicate their desire to be called for overtime within their classification.

Members of the bargaining unit shall be paid at a rate of time and one half the normal rate for hours worked in excess of 40 hours per week. Hours approved for sick leave, personal leave, vacation days and/or jury duty shall apply toward the 40 hours per week requirement.

ARTICLE 9 - REPORT PAY (CALL-IN)

In the event an employee is required by the proper administrative authority to report for work on a day or time other than his/her normal workdays or at a time separated from his/her normal work schedule, such employee shall be paid a minimum of two (2) hours pay at the applicable rate of pay.

Staff development and training meetings are not call-ins. These meetings shall be announced in advance and shall be scheduled during or at the beginning or end of applicable work times wherever possible and employee will be paid for the actual meeting time if it exceeds the normal work shift.

ARTICLE 10 - CALAMITY DAY PAY

Whenever the schools are closed because of an emergency, staff members will be notified through the news media and telephone chain. Otherwise, all staff members shall be on duty unless excused under existing leave provisions.

Should schools be closed due to an epidemic or other public calamity all employees who are normally scheduled to work in those schools on that day, shall be paid their appropriate rate of pay.

Classified personnel requested to work on calamity days will also be paid for the hours worked at their regular rate of pay and all hours worked outside of normal shift hours will be paid at time and one-half regular hourly rate of pay. (example: if normal shift is 6:30 A.M. to 2:30 P.M.; hours before 6:30 A.M. and hours after 2:30 P.M. would be paid at time and one-half regular hourly rate of pay.)

Head custodians and all maintenance and grounds personnel shall be expected to report on all calamity days, unless notified otherwise, and will be compensated according to this Article. If any member of this group is unable to report because of conditions directly related to the emergency, the Board shall have the right to provide transportation to the district.

ARTICLE 11 - SEVERANCE PAY

Upon retirement, as hereinafter defined, members of the bargaining unit shall be entitled, upon application, to be paid a sum equal to 25% of their total accumulated and unused sick leave at the time of their retirement up to the following maximum: 60 days. Such payment shall be based upon the employee's daily rate of pay at the time of retirement exclusive of overtime and supplementary pay. The employee's eligibility will be determined as of his/her final date of employment in the school district.

Retirement for severance pay purposes shall be defined to mean resignation from board employment in addition to the following:

1. Proof of eligibility for benefits under the School Employees Retirement

System; and ten (10) or more consecutive years of service in the employment of the Crestwood Local Board of Education and fifty-five (55) years of age, OR

2. Proof of eligibility for benefits under the School Employees Retirement System; and thirty (30) consecutive years of employment with the Crestwood Local Board of Education at any age.

Payment of sick leave under this policy shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made within thirty (30) days of submission of the severance pay application and proof of retirement as defined above.

Any previous payment received by an individual under the terms of ORC 124.39 shall make such individual ineligible for payment under this policy.

For those retirees 55 years and older, payment shall be made into the employer's 403(b) annuity for purposes of sheltering their severance pay. For those retirees under the age of 55, they as a group, must unanimously agree to be covered by the plan. If they do not unanimously agree, individuals may choose to shelter their severance through their employee 457 or 403(b) plan as long as they meet the requirements under IRS. Otherwise, their severance pay shall be paid out upon evidence of their retirement.

ARTICLE 12 - GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as a complaint involving an alleged violation, misinterpretation, and/or misapplication of a specific Article or section of this Agreement. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.
2. A grievant shall mean a person or group of employees alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
3. Failure to file a grievance in a particular instance shall not be a factor in the decision(s) regarding any subsequent grievance(s).

B. Procedure

Any grievance not processed by the grievant through any of the successive levels within the specified time limits and in the absence of an agreed-upon time extension, shall be considered waived and the alleged grievance no longer exists.

- STEP 1 An employee who believes he/she may have a grievance shall notify their immediate supervisor of the possible grievance using the Notification Form (Appendix C) within (10) working days from the time the employee knew or should have known of the subject matter of the grievance. The employee shall state on the Notification Form the exact section of the contract that has been violated according to the definition in A number 1. The Supervisor will hold an informal conference with the employee, and their steward/designee if the employee so requests within (5) working days of the date of the notification form by the employee. The Supervisor and the employee, along with the employee's steward/designee, if the employee so requests, will discuss the issues in dispute with the objective of resolving the matter informally.
- STEP 2 If the grievance has not been resolved orally at Step 1 of this procedure, he/she then may fill in a grievance form within five (5) working days of conference. The form shall be dated and signed by the employee and shall then be submitted to his/her supervisor. The supervisor shall answer the grievance, in writing, within five (5) working days from date received.
- STEP 3 If the matter still is not settled, the employee may submit the written grievance to the Superintendent within five (5) working days after he/she receives supervisor's answer. Superintendent/designee shall meet with parties involved within five (5) working days from receipt of written grievance. Superintendent/designee shall have five (5) working days following this meeting to answer the grievance.
- STEP 4 If the grievance has not been resolved at Step 3 of this procedure, OAPSE LOCAL #385 shall, by written notice to the Treasurer of the Board of Education, within thirty (30) calendar days of the date of the answer of the Superintendent, refer the matter to the American Arbitration Association, requesting a list of seven (7) arbitrators. The selection of an appropriate arbitrator shall be as follows: a representative of the Association and a representative of the Board shall review the list of arbitrators and, through alternately striking names, shall reduce the list until one (1) arbitrator remains. The method of determining which party has the arbitrator shall hear all matters pertinent to the grievance and render his decision on the grievance within thirty (30) days following the last hearing.

C. Grievance Forms

1. Any grievance shall be filed on the authorized grievance form agreed to between the parties to this Agreement.
2. Such forms must provide for naming of the specific Article of the Agreement referring to the alleged violation and shall state the contention of the employee or the Association and shall indicate the relief requested.

3. The agreed to grievance form shall be made available to any employee requesting such, from the local Association representative.

D. Time Limits

Within the time limit of that step, any grievance not advanced to the next step by the grievant or the local Association representative, shall be deemed resolved by the Administration's last answer. However, either party may receive up to a 5-day extension on time limits by requesting such extension in writing on or before the last day of the original time limit.

E. Power of the Arbitrator

1. It shall be the function of the Arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in case of alleged violations, misapplication, or misinterpretation of negotiated agreement.
2. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the negotiated agreement.
3. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management, except, as such may be limited by the negotiated agreement.
4. In the event that a case is appealed to an Arbitrator, on which he/she determines he/she has no power to rule, it shall be referred back to the Association, with a notification to the Administration, without decision or recommendation on its merits.
5. There shall be no appeal from an Arbitrator's decision, if within the scope of his/her authority, as set forth above. It shall be binding on the employee or employees involved in the grievance and the Administration and the Board.
6. The fees and expenses of the Arbitrator shall be borne equally by the parties. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to, that such hearing is during a witness' regular hours of employment.
7. All time constraints are to be strictly adhered to, unless mutually waived, in writing, by the parties.

ARTICLE 13 - PAID LEAVES

SECTION 1 - SICK LEAVE

- A. Each regular employee shall earn fifteen (15) days of sick leave each year which shall be credited at the rate of 1-1/4 days per month of completed service. Employees who render seasonal or intermittent service shall be entitled to sick

leave for that time actually worked at the same rate as that granted full-time employees. Regular employees shall be allowed five (5) days sick leave each year with such allowance to be considered as earned during the first four (4) months of employment, consistent with Ohio Revised Code.

B. Employees may use sick leave for the following reasons:

1. Personal illness
2. Injury
3. Exposure to contagious disease which could be communicated to others
4. Wife in childbirth
5. Illness or injury of an emergency nature in the immediate family. Immediate family defined: Person residing in the home of the employee, who is a member of the family; and the employee's spouse, child, mother, father, mother-in-law, father-in-law, sister and brother, even if they do not reside in the employee's home; or any other person approved by the Superintendent.
6. Death of the employee's spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandchild, grandparents, sister-in-law, brother-in-law, or any member of the family or household, who clearly has stood in the same relationship with the employee, as any of these.

Limitations: Absence shall not exceed five (5) days. Reference to all in-laws means current in-laws.

7. Pregnancy

C. The Board shall require the employee to submit written medical certification from a health care provider for absences of more than 5 consecutive days. An employee may be absent up to 7 cumulative total days without written medical certification. If absent in excess of 7 cumulative days without written medical certification, the employee may be asked to meet with the supervisor after each absence in excess of seven total days without medical certification for counseling, and the absences will be addressed in the employee's evaluation.

If a second opinion is deemed necessary, the expense of this second opinion will be borne by the Board if a second opinion is requested to be done.

D. Sick leave which has been earned in previous public employment in Ohio is transferable.

E. Unused sick leave days accumulation shall be unlimited.

F. Each employee will be supplied with at least an annual notice indicating the amount of his/her accumulated sick leave.

- G. Any suspected pattern of abuse by an employee will be brought to the attention of the OAPSE President. The responsible administrator will discuss the matter of potential discipline with the applicable employee, who has right to union representation.

Abuse of sick leave shall be considered just cause for disciplinary action in accordance with ORC 3319.

SECTION 2 - PERSONAL LEAVE

- A. Each non-teaching employee shall be granted, upon request, three (3) non cumulative personal days per contract year, on an unrestricted basis. Request for personal leave shall be made to the Superintendent at least three (3) days in advance of the anticipated absence. However, in case of an emergency, requests shall be made as far in advance as possible. For the time period of May 1st to the end of the student year (last day students are in session) requests must be approved by the Superintendent.
- B. No more than 15% of the classified employees shall be granted personal leave on any one day.
- C. The work days before or after a holiday (as defined in Article 17) or personal vacation may only be used subject to the approval of the Superintendent.
- D. Personal leave shall not be used for vacation purposes, as sick leave, or for gainful employment elsewhere.

SECTION 3 - ASSAULT LEAVE

A member of the bargaining unit who is absent due to physical disability resulting from an assault, which occurs while on duty performing tasks prescribed by his/her supervisor in the course of Board employment, will after using five (5) days of accumulated and unused sick leave, be eligible to receive assault leave. A member who has fewer than five (5) days of accumulated and unused sick leave at the time of the assault, shall use his/her remaining sick leave, if any, and then be eligible for assault leave as provided below. Such leave shall be granted for a maximum of, not to exceed twenty-five (25) days upon the member's delivering to the Superintendent a signed statement on forms prescribed by the Board of Education and maintained by the Treasurer.

The member shall file a full written report concerning any assault after having the opportunity to consult with representation of his or her choice. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its expected duration. The Superintendent may require that the process of establishing a member's eligibility for assault leave may also include an examination by a Board-appointed physician. In this event, the examination shall be at Board expense.

Payment for assault leave shall equal the member's per diem rate of pay exclusive of overtime and supplementary pay, less workers' compensation, and will not be approved for payment unless and until the form and/or certificate, as

provided above, are submitted to the Superintendent. Falsification of either the signed statement or physician's certificate is grounds for suspension or termination of employment.

When the member exhausts the assault leave, he/she may utilize any of his/her accumulated and unused sick leave.

SECTION 4 - JURY DUTY LEAVE

- A. The Board of Education will pay for time lost during any work day (Monday through Friday) to any employee for the purpose of serving municipal, county, state, or federal jury duty on the following basis:
1. Employee must report on the next regular work day to the Superintendent his/her receipt of notice to appear for jury duty.
 2. The employee will work any part of the day so long as there is at least one-half of his/her work day remaining exclusive of travel time.
 3. The Board of Education shall pay an employee his/her usual wage and the employee shall deposit his/her jury pay with the Treasurer within three (3) work days of receipt.

ARTICLE 14 - UNPAID LEAVES

SECTION 1 - ILLNESS/DISABILITY LEAVE

- A. Without request, the Board may grant similar leave of absence and renewals thereof, to a regular employee because of physical or mental disability, but such employee may have a hearing of such unrequested leave of absence or its renewals in accordance with Division (C) of Section 3319.081 of the Ohio Revised Code.

An employee may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its individual merit. In such cases, the Board may approve a leave for a period not to exceed six (6) months. Subsequent requests may be renewed by the Board.

All salary and paid benefits shall cease during the leave period.

Eligible employees, who are on an approved Board of Education leave of absence, shall have the opportunity of continuing to receive group insurance coverage. Such employees must reimburse the Board for the premium costs. Failure of the individual to forward payments to the Board at the stipulated times will terminate this option. Upon the employee's return to service, the employee shall resume the contract status held prior to such leave.

SECTION 2 - MATERNITY/PATERNITY/CHILD CARE LEAVE

- A. Definitions: Maternity leave is absence from school, without pay, by an employee, who is pregnant or has already given birth. Paternity leave is

absence from school, without pay, by an employee whose spouse has given birth. Child care leave is absence from school, without pay by an employee whose child, either because of recent adoption of a child less than one (1) year of age, or for an extended physical or mental illness or handicap.

- B. Any staff member may use sick leave or advancements thereof, for absence due to disability, caused by or contributed to, by pregnancy, miscarriage, abortion, childbirth, and recovery there from (hereafter collectively referred to as pregnancy). The staff member may be entitled to the use of up to thirty (30) days of accumulated sick leave, after pregnancy, for the purpose of recuperation. Use of sick leave beyond the thirty (30) day period, shall require a letter, signed by the staff member's physician, verifying the time period of disability.
- C. Length of leave: A staff member who is pregnant or adopting a child less than one (1) year of age may request and shall be entitled to a leave of absence without pay, for maternity or child care reasons, to begin any time during pregnancy, or in such the case of adoption, the receipt of custody.

Such leave shall not exceed the balance of the fiscal year of said pregnancy or adoption or six (6) consecutive calendar months, whichever is greater. Plus an additional fiscal year of such leave may be granted by the Board.
- D. Application for leave: Application for maternity/paternity/child care leave shall be filed on the leave of absence form in the Superintendent's office at least fifteen (15) days prior to use of said leave and shall contain a statement on the expected date of birth, or, in the case of adoption, the date of obtaining custody, the date upon which the leave of absence is to commence, and the term of the leave of absence. In the case of miscarriage or abortion, the staff member shall be entitled to reinstatement at the beginning of the next semester.
- E. Rights while on leave: Any staff member on maternity/paternity/child care leave shall be entitled to request, in writing, to the Treasurer and receive the right to continue to be covered by insurance for hospitalization, surgical benefits, major medical, and/or dental provided that the staff member pays to the Board Treasurer, in advance each month, the full amount of the monthly group plan premium of such coverage. Any over payment of premium shall be refunded to the staff member upon termination of leave.
- F. The staff member shall submit in writing to the Superintendent, notification of his/her intent to return to work at least thirty (30) calendar days prior to his/her return. The staff member shall be entitled to reinstatement at the expiration of the leave to the general classification assignment held immediately prior to the leave, unless shifts in pupil enrollment dictate otherwise, or the job is combined or eliminated in which case the staff member shall be assigned to the classification by seniority.
- G. A male staff member shall have the right to receive paternity or child care leave as specified in this Article when his spouse has a child, or his family adopts a child one year old or younger, or if the child is physically or mentally ill or handicapped. The leave shall commence upon receipt by the Superintendent of verification in writing by the staff member's physician.

SECTION 3 - OTHER UNPAID LEAVES

A classified employee may submit a written request for a leave of absence for reasons of illness or other disability. This application for unpaid leave is to be presented prior to the leave whenever possible and with explanation of reason for request. The Board of Education shall grant such leave of absence for a period of time not to exceed two (2) consecutive years. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the Board.

Without request, the Board may grant similar leave of absence and renewals thereof, to a regular employee because of physical or mental disability, but such employee may have a hearing of such unrequested leave of absence or its renewals in accordance with Division (C) of Section 3319.081 of the Ohio Revised Code.

An employee may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its individual merit. In such cases, the Board may approve a leave for a period not to exceed six (6) months. Subsequent requests may be renewed by the Board.

All salary and paid benefits shall cease during the leave period.

Eligible employees, who are on an approved Board of Education leave of absence, shall have the opportunity of continuing to receive group insurance coverage. Such employees must reimburse the Board for the premium costs. Failure of the individual to forward payments to the Board at the stipulated times will terminate this option. Upon the employee's return to service, the employee shall resume the contract status held prior to such leave.

ARTICLE 15 - FAMILY MEDICAL LEAVE ACT (FMLA)

- A. An employee who has completed 12 months of employment (and worked at least 1250 hours during the previous 12 month period) is eligible to take up to 12 weeks or up to 26 weeks of Family/Medical Leave during any twelve (12) month period according to law.
- B. Family/Medical Leave is used for the following purposes:
 - 1. The birth and care of a child;
 - 2. The placement of an adopted or foster child with the employee;
 - 3. The care of a spouse, child or parent with serious health condition; and
 - 4. The employee's own serious health condition.
- C. Serious health condition is defined as an illness, injury, impairment, or physical or mental condition which involves in-patient care in a hospital, hospice, or residential care facility or continuing treatment or supervision by a health care

provider.

- D. When the Family/Medical Leave is foreseeable, an employee is required to give 30 days advance notice. If Family/Medical Leave for planned medical treatment is required, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt operations of the school.
- E. Employees are entitled to Family/Medical Leave for childbirth or placement of a child only during the 12 month period beginning with the birth or placement. Spouses employed by the Board, i.e. a married couple, may be limited to an aggregate of 12 weeks during any 12 month period for Family/Medical Leave used to care for a newborn, adopted child, or foster child.
- F. Employees who receive vacation, holiday, and sick leave benefits, must exhaust all applicable paid leave benefits prior to utilization of Family/Medical Leave. If the available paid leave is less than 2 weeks, then the employee is entitled to take the remainder as unpaid Family/Medical Leave to attain the total of 12 weeks.
- G. The Board shall continue to pay the Board's portion of the existing medical and life insurance premiums and the employee's seniority shall continue to accumulate during a Family/Medical Leave.
- H. For purposes of FMLA, the plan will operate on a rolling year basis.

ARTICLE 16 - VACATIONS

Classified employees employed eleven (11) and twelve (12) months shall be granted vacation with pay as follows:

1	-	6 years	-	2 weeks paid
7	-	13 years	-	3 weeks paid
14	-	24 years	-	4 weeks paid
25	-	years and up	-	5 weeks paid

Classified employees employed for eleven (11) and twelve (12) months and hired after July 1, 2011 shall be granted vacation with pay as follows:

1	-	6 years	-	2 weeks paid
7	-	13 years	-	3 weeks paid
14	-	years and up	-	4 weeks paid

No vacations will be permitted five (5) work days before the first student day of the school year, the first five (5) work days of student attendance, the last five (5) work days of student attendance of the school year and the first five (5) work days following the last student day of the school year.

Vacation entitlement shall be measured from the date of hire into the eleven or twelve-month position. All scheduling of vacation shall be with the approval of the immediate Supervisor, Treasurer, or Superintendent.

All accrued vacation days on July 1 of each year must be used by the following June 30. If the employee has unused vacation days as of May 31, the employee must notify the Treasurer's office whether the employee wishes to apply up to seven days of the unused vacation in either or both of the following ways:

- a. Apply up to seven (7) days of the employee's daily rate to the employee's share of health insurance premium; or/and
- b. Apply for wages at the employee's daily rate in lieu of up to seven (7) days of unused vacation provided the employee has not used more than 5 days of sick leave during the current contract year.

Unless approved otherwise by the Superintendent or his/her designee, a limit of the number of people taking vacation at one time will be as follows:

Bus Mechanics - only one at a time
Maintenance - only one at a time
Custodial - Primary, Intermediate, Middle School and
High School - only one person per location at one time

Summer Custodial – 50%

The decision of the Superintendent or his/her designee to deny a request for vacation in excess of the limit of the number of people set forth above is nongrievable.

If an employee with one or more years of service resigns and provides the two weeks' notice of his/her resignation, or if an employee dies, then appropriate payment will be paid regarding accrued vacation the first pay after such event.

ARTICLE 17 - HOLIDAYS

Subject to alterations consistent with the school calendar, all regular classified employees who work under a 9, 9-1/2, 10 or 10-1/2 month contract will be entitled to the following paid holidays which fall between the beginning and the end of each individual's work year, provided each employee accrued earnings on his/her next preceding and next following scheduled work day before and after such holiday or was properly excused from attendance at work on either or both of those days. These may include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day and Memorial Day.

11- and 12-month classified school employees are entitled to the following paid holidays provided each such employee accrued earnings on his/her next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Twelve-month classified employees are entitled to the day before Christmas as a paid holiday. In the event that any designated paid holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In the case such a holiday occurs on Sunday, the following Monday shall be observed as the Holiday. If school is in session and an employee is required to work on this alternate day or

on any Board-designated holiday, compensatory time will be arranged as described below, or the employee will be granted pay in lieu of such holiday time. If the employee elects to take compensatory time off, such compensatory time shall be granted by his administrative superior, within one hundred eighty days (180) after the day is worked.

Calendar Irregularity Adjustment

Definition: Day(s) that periodically occur in 11- and 12-month work calendar that takes employee beyond the contracted work days.

Requests will be documented on all purpose leave form and will be subject to the approval of the Superintendent of Schools.

ARTICLE 18 - PERSONNEL FILES

1. Any employee shall have the right to examine all materials in his/her personnel file, located in the Superintendent's office, except pre-employment information, at any time during the normal workday subject to the following:
2. That prior approval of the employee's supervisor is obtained. That the Superintendent, or his authorized designee, is present at the time the material is examined. For this reason, the employee must make an appointment at least two (2) working days in advance to examine his/her personnel file.

Employees also have the right to review their personnel files in the company of an OAPSE representative, and also to delegate that right through written permission to an OAPSE representative. In either case the Superintendent, or his designee, must be present. Should the OAPSE representative be an employee of the Board, permission must be granted by that individual's immediate supervisor for him to take time off for this purpose.

Upon termination of his/her employment, no communication shall be made that may have an adverse effect upon the employee's re-employment or compromise his/her integrity or competence, unless such communication is verified by the contents of the employee's personnel file. Material contained in the personnel file must be job related. The author of such material must be identified and all material must be dated.

The employee shall have the right to copy any material in his/her file. The employee has the right to initial and date any material that may be utilized for purposes of discipline or evaluation. The Board may charge actual cost for the copies of any material requested by the employee. Employees shall be provided with a copy of any derogatory written material within ten (10) work days after it is placed in the employee's personnel file. In case of disagreement concerning materials in the employee's personnel file, the employee may file a written report and/or rebuttal to be attached to the disputed document.

During the course of employment with the Board, no employee shall have an evaluation placed in his/her personnel file, without an opportunity for

discussion between the employee and the evaluator. In any negative evaluation, specific instructions for the improvement of sub-standard performance shall be placed on the evaluation form or attached to it.

Employees will receive a copy of their yearly evaluation upon completion and final joint signature of the evaluator and the employee.

ARTICLE 19 - NOTIFICATION OF VACANCIES

A vacancy is defined as a newly created position or an opening which remains after all existing staff members have been assigned.

A. POSTING:

After the board has determined that a vacancy or a newly created position occurs, notice of the vacancy shall be posted within ten (10) business days. The duration of the posting shall be for ten (10) business days. If a substitute remains in a vacant position for thirty (30) working days, the position will be posted. It is not the Board's intention to inappropriately fill contracted positions with long-term substitutes.

An employee hired to fill a vacancy that occurs between March 1 and June 30 will not receive one year credit toward a continuing contract under ORC 3319.081. That employee's first year for continuing contract credit will begin July 1 of the year employed. This provision supersedes ORC 3319.081 as to the specific issue addressed.

If the Board is discontinuing a position, any employee on the RIF list, according to Article 33, shall be offered the position at the regular rate of pay for the remainder of the contract year. This provision does not apply to the discontinuation of a position during the school year.

If a person is reduced from a position within a classification and a vacancy occurs in that classification during that person's recall period, and after the position and subsequent positions have been filled, the person will be recalled to the remaining vacant position. If a person is on the RIF list and there is a position posted, the person on the RIF list will have ten (10) business days to notify the Board of the person's intent to accept the position.

If a person has a right to bump another person within the bargaining unit, the person who has the right to bump will be notified of the meeting to determine the order of bumping.

The posting, filling, notification and placement in the position shall occur within thirty business days from the posting of the position. This provision does not limit the Board's right to withdraw a posting. During the thirty business days, a substitute may remain in that position pending the filling of the position or decision of the Board not to fill the position.

During the summer months when school is not in session, paychecks will include a notice to check job postings. Employees who want to be notified personally of job postings during the summer shall submit a minimum of five (5) self-addressed,

stamped envelopes sufficient to cover the postage to mail the postings to the employee. The employee is still required to submit his/her application/bid for the position. Vacancies will be posted on the district website, at the Board office and the transportation office. During the school year, vacancies are posted on the district website, at the Board office, transportation office and school buildings.

B. BID FOR VACANCY/POSITION

Applicants for the position shall submit their bid to the Administrator identified in the position within the ten (10) business day posting period mentioned above. The "vacancy notice" shall contain a description of duties and salary range. Although shift time and work locations may change, these shall also be listed. Periodic adjustment to the shift may occur with mutual agreement of supervisor and person involved. Approximate times of shift shall be on job postings.

C. NOTIFICATION OF THE POSITION

The employee will be notified that he/she has been awarded the position within 30 business days of the posting.

The position shall be awarded to the employee with the greatest active classification seniority from among qualified employees within that classification who submit their bid. If no employee from the classification bids for the position, the position shall be awarded to the person who has been determined to be qualified per the weighted factors as described below. The question of whether an employee from another classification or outside the bargaining unit is qualified is subject to the grievance procedure, however, the issue of qualification(s) is not subject to arbitration.

If no employee with the greatest active classification seniority bids on a vacancy, then the most qualified candidate from among applicants with inactive classification seniority, out of classification seniority and outside candidates shall be considered. Factors that shall be considered include the following if applicable, seniority, assessment of practical/content knowledge of the area of work, evaluations, experience, interview, job description, licensing, references and any other factors applicable to the position. Priority shall be given to seniority and content/practical knowledge demonstrated on a test.

Inactive classification seniority will be given a weight of 1.75. Out of classification seniority will be given a weight of 1.25. Outside candidates will be given a weight of 0. The test score will be based on 100 points and compared on a 1:1 basis. Then consideration will be given to the remaining factors for a total of five points. The remaining factors of evaluations, experience, interview, skills matched to the job description, licensing, references and such other factors as applicable to the position will be considered in the remaining five points.

The applicant with the highest number of points shall receive the position. If an employee believes s/he has the highest qualifications, such matter may be submitted to the Board of Education and the Board's decision as to the highest qualifications is final, binding and non-arbitrable.

Example:

Inactive classification seniority = 1.75 : 1
Outside of classification seniority = 1.25:1
Outside candidate = 0

Test = 1:1 (0-100)

Other = Total of 5 points

Person 1 with inactive classification seniority of 10 years applies.
Person 2 with outside of classification seniority of 8 years applies
Person 3 outside the bargaining unit applies.

Each applicant takes the test.
Person 1 scores 75 on the test.
Person 2 scores 84 on the test.
Person 3 scores 88 on the test.

The additional factors are determined as follows:

Person 1 scores 5.
Person 2 scores 3.
Person 3 scores 4.

Who gets the position?

Inactive Classification Seniority	Outside Classification Seniority	Outside the Bargaining Unit
1.75 X 10 years = 17.5	1.25 X 8 = 10	0
Test = 75	Test = 84	Test = 88
Other = 5	Other = 3	Other = 4
Total = 97.5	Total = 97	Total = 92

The person with inactive classification seniority gets the position.

1. For the purposes of Article 19(C), the following shall be considered to be separate and distinct classifications:
 1. Aides
 2. Special Education Aides (Those who work in classrooms with Special Education Children under the direction of a teacher)
 3. Bus Drivers (Single/Double/Four-Hour)
 4. Cook Manager
 5. Cooks
 6. Hourly Cafeteria (Cook's Helper or Cashier)
 7. Head Custodian
 8. Custodian
 9. Maintenance - Building

10. Maintenance - Grounds
11. Head Mechanic
12. Day Mechanic, Night Mechanic, Mechanic's Helper
13. Secretary

2. Article 19 shall not apply to those positions excluded from the Agreement and specified in Article 2.
 3. Article 19 shall not apply to the annual initial assignment of bus routes, however, any vacancies that may occur during a school year shall be filled according to seniority, if qualified.
- D. A member of the bargaining unit awarded a job through the above procedure shall serve a probationary period of up to sixty (60) days worked beginning the first day worked. A substitute may be employed in the member of the bargaining unit's former position during this time. If the employee is unable to satisfactorily complete his/her probationary period, the employee will return to his/her former classification at his/her former salary prior to being awarded such job opening.
- E. Substitute employees are not regular employees and shall not accumulate seniority.
- F. There is no requirement that the Board fill a vacancy.
- G. No employee shall suffer a reduction in pay when awarded a bid, unless the job pays less than the previous position.
- H. SENIORITY

District seniority is defined as an employee's unbroken continued service in a regular bargaining unit position starting from their first day of work in a regular bargaining unit position.

Active classification series seniority is defined as an employee's years of service in a specific classification series starting with their first day of work in a classification series and continues until an employee transfers to another classification series, at which time their classification series seniority freezes in the one they transfer from.

Inactive classification series seniority is defined as an employee's years of service in a specific classification series with their first day of work in a classification series and ends at the time the employee transfers to another classification series, at which time the classification series seniority freezes in the one they transfer from.

Out of classification seniority is defined as any other experience within the district as set forth on the seniority list.

Retirees are considered outside candidates for purposes of bidding on a position.

An employee must work at least 120 days in their contracted year in order to receive credit for a year of seniority.

Employees may have seniority dates in more than one classification series.

I. **BREAKING OF TIES**

Within 30 days of ratification of this contract the parties will get together to break current ties and thereafter within 30 days of employees completing their probationary period, ties will be broken.

Ties will be broken by the flip of a coin or the drawing of lots, if three or more are involved.

Ties are defined as employees starting on the same day.

All affected parties, a representative from OAPSE, and the Board shall have the opportunity to be present at the tie breaker. All affected parties will be notified of the result, which will be the order they will be listed on the seniority list.

Ties in classification series seniority shall be resolved in the same manner as ties in district seniority.

The seniority list of all bargaining unit employees will be made available November and April to the Local Union.

J. **Seniority List**

By October 1, the Board shall publish a current seniority list. Each employee is responsible for reviewing the seniority list and notifying the Superintendent's office in writing of any errors relating to that employee in the seniority list. The superintendent or designee will review the employee's personnel file with the employee to determine whether any errors exist. The decision of the Superintendent as to placement on the seniority list shall be final and non-grievable. Failure to notify the Superintendent of a possible error in the seniority list by 4:00 P.M. of the (13TH) thirteenth day within the (30) thirty calendar days of posting will result in a waiver of any challenge to the seniority list until the October 1 posting in the subsequent year.

ARTICLE 20 - DUES DEDUCTIONS

The Board will deduct Association dues from an employee's pay, provided that individual initially authorizes such deduction, in writing, and does not withdraw, within the withdrawal period. The Board agrees to accept such authorizations quarterly, or within thirty (30) days of first hire. Prior to the beginning of each school year, the Association shall certify to the Board Treasurer, the dues amount to be deducted for the coming school year. Employee authorization is not required for deduction of fair share fees.

Deduction shall be made in twenty (20) equal installments, beginning with the first pay in October. The Board Treasurer shall remit all such deductions to the Association's State Office, within thirty (30) days of the date such deductions were made, along with a list of persons for whom deductions were made and the amount deducted.

The Association agrees to indemnify and save the Board, including its members and employees, harmless against any and all claims that may arise from or by reason of action by the Board in reliance upon any authorization cards or fair share fee deductions or other requests for deductions, submitted by the Association or employees to the Board.

Dues deduction authorizations shall be continuous from year to year, except authorization for deductions may be withdrawn only between June 1 and 10 of the year the contract expires by individual written request to the Treasurer, the Association President and the OAPSE state office.

All employees are required, as a condition of employment to become Union members or pay a fair share fee, on the effective date of this Agreement.

Any such fair share required hereunder shall not exceed the dues paid by the membership.

ARTICLE 21 - PHYSICAL EXAMINATIONS

Physical Examinations

The Board agrees that it will pay the full cost of any physical examination that it requires an employee to undergo. Specifically excluded from this provision will be chest x-rays required for the purpose of TB screening.

Bus Drivers

A physician will be selected by the Crestwood Board of Education.

ARTICLE 22 - MAIL PRIVILEGES

The Association shall be allowed to use inter-school mail delivery services, including email, for Association purposes. However, such permission shall not extend to the promotion of any private interest through advertisement of the sale of goods or services.

ARTICLE 23 - USE OF FACILITIES

The Association shall have the right to use school building facilities in accordance with established regulations. The Board agrees to notify the Association of regulations which affect the Association's use of school building facilities prior to the effective date of such changes.

ARTICLE 24 - BOARD/ASSOCIATION MATERIALS

The Association shall receive advance notice of all special meetings including an agenda of each meeting and all publicly distributed materials and shall be sent a copy of the minutes of each meeting. These

items may be picked up in the Superintendent's office or sent to the Association through the school mail. Choice to be made by the Association.

ARTICLE 25 - JOB DESCRIPTIONS

The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement. In the event of any change in any job description covered in this Agreement, the President of Local #385 shall be notified of such change and of the effective date of such change.

ARTICLE 26 - RELEASED TIME

The Association shall be granted up to six (6) days or forty-eight (48) man hours per year of release time for use by members to participate in the annual OAPSE State Convention. No individual shall be absent more than three (3) days for this reason.

Applications for such absence require the Superintendent's approval and shall be submitted directly to him at least two (2) weeks in advance.

Periodically the OAPSE Local Union President (or their designee) shall be given the opportunity to meet with any new employees for at least thirty minutes for the purpose of Union orientation.

ARTICLE 27 - WARM-UP TIME

All bus drivers shall be granted up to fifteen (15) minutes per day to allow bus warm-up.

ARTICLE 28 - EXTRA TRIPS

Extra trips shall be posted two (2) weeks in advance whenever possible. Trips that cannot be posted two weeks in advance shall be posted as soon as possible, including emergency trips. Extra trips shall be awarded on a rotated basis from a posted seniority list. This list is made up of regular drivers.

Drivers shall be docked from the trip pay for the actual time of their regular run that is assumed by the substitute driver.

1. If a driver does not desire extra trips, s/he shall have the option of withdrawing his name from the rotation list. The driver may sign a written request to be returned to the rotation list.
2. The Board of Education has the right to approve all field trips.
3. All field trips shall be paid at the same rate: \$13.50

4. No employee shall be assigned again, any extra trip, until the rotation has been exhausted.
5. There shall be a two (2) hour minimum guarantee for extra trips.
6. A reasonable attempt will be made to reach the appropriate employee in rewarding these extra trips.
7. Trips that cannot be posted in advance including emergency trips, shall be offered to any qualified driver.
8. There shall be no trading of assigned trips, except with prior approval of the Transportation Manager.

ARTICLE 29 - CLEANING OF BUSES

End of Year:

Buses shall be returned the last day of school in a clean and presentable state and the Board will make arrangements for final heavy cleaning before inspection.

Routine Cleaning:

Clean as needed as determined by the Supervisor.

ARTICLE 30 - DISPENSING MEDICATION

Classified employees shall be required to dispense medication to students only in emergencies.

ARTICLE 31 - LONGEVITY

The Board of Education shall grant all employees longevity salary increases based on the following seniority schedule:

Increase per
Completed
Years of Service

10
15
20
25

Those employees working under four hours will receive one-half the amount.

Each salary schedule will include following notation for the computation of longevity:

Longevity effective July 1, 2010:

Under 4 hours/day: Step 9 plus \$219; \$491; \$819; \$1202
(for 10, 15, 20, 25 years, respectively)
Over 4 hours/day: Step 9 plus \$437, \$983; \$1638; \$2403
(for 10, 15, 20, 25 years, respectively)

The above increases shall become effective on July 1, following the completion of the indicated years of service.

The tenth step of all salary schedules shall be replaced by longevity.

ARTICLE 32 - WORK WEEK

- A. Regular seven (7) hour employees (or greater) shall be granted, inclusive of their seven (7) hours(or greater), a paid one-half (½) hour lunch period daily within that time period.
- B. Building Secretaries may opt to work either their normal schedule during conference week or opt to work the conference hours and the revised schedule during conference week.
- C. If the daylight custodian is absent for five (5) or more consecutive sick leave days, vacation or personal leave only and the Supervisor is given notice by the daylight custodian three (3) working days ahead of the sick leave, vacation, or personal leave day, custodians from the building working the afternoon shift shall be offered to move to the daylight position prior to the use of a substitute.

ARTICLE 33 - REDUCTION IN FORCE - LAYOFF RECALL

Seniority List: By October 1, the Board shall publish a current seniority list. Each employee is responsible for reviewing the seniority list and notifying the Superintendent's office in writing of any errors relating to that employee in the seniority list. The Superintendent or designee will review the employee's personnel file with the employee to determine whether any errors exist. The decision of the Superintendent as to placement on the seniority list shall be final and nongrievable. Failure to notify the Superintendent of a possible error in the seniority list by 4:00 p.m. of the thirteenth day within the thirty calendar days of posting will result in a waiver of any challenge to the seniority list until the October 1 posting in the subsequent school year.

- A. For the purposes of this Agreement, the following are excluded from the bargaining unit:
 - 1. Executive Secretary
 - 2. Administrative Assistant
 - 3. Director of Business Services
 - 4. Food Service Supervisor
 - 5. Supervisor of Custodial Services, Maintenance and Grounds
 - 6. Supervisor of Technology

7. Transportation Manager
8. Project Administrator
9. Treasurer/CFO
10. Treasurer's Assistant
11. Computer Network Technician
12. Substitutes
13. Board Office Receptionist/Secretary to Curriculum
Director/Director of Administrative Services
14. Director of Administrative Services

B. The bargaining unit includes all full-time and regular short hour employees in the following positions or classifications, which are regularly assigned to a work schedule:

1. Aides
2. Cafeteria
3. Custodial
4. Building Maintenance
5. Grounds Maintenance
6. Bus Drivers
7. Bus Mechanics/Mechanic's Helper
8. Secretarial

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

1. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, in so far as practical, for employees who resign, retire, or otherwise vacate a position.
2. Whenever it becomes necessary to lay off employees for reasons stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall start the year, month and day that a classified employee performs his first duty as a regular employee on the payroll. Authorized leaves of absence do not constitute an interruption in continuous service, however, time spent on unpaid leave shall not count in computing seniority. This shall not affect the current seniority list.

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

1. Aide
2. Special Education Aides
3. Bus Driver
4. Cafeteria
5. Custodian
6. Building Maintenance
7. Grounds Maintenance
8. Mechanic
9. Secretary

- E. The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off.

In the classification of layoff:

1. Retirees
2. Probationary contract employees
3. Limited contract employees

shall be laid off before any employee with a continuing contract. Retirees shall accrue no seniority as it applies to lay-off or recall.

(Retirees who are employed as of July 1, 2007 shall be Grandfathered and shall continue to accrue seniority.)

Twenty calendar days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place, a list containing the name, seniority dates and classifications and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of layoff. Each notice of layoff shall state the following:

1. Reasons for the layoff reduction
2. The effective date of layoff
3. A statement advising the employee of his/her right of reinstatement from the layoff.

Determination of order of bumping: The Administration shall give the Association one week notice of the meeting to determine who bumps whom with bumping based on seniority and comparable hours. The Association President and OAPSE field representative shall assist with the meeting to determine the order of bumping.

- F. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list. Persons on the reinstatement list shall be placed in the reverse order of the layoff. Reinstatement shall be made from this list before any new employees are hired in that classification or any person is reinstated from the probationary list.

Any person who declines reinstatement shall be removed from the reinstatement name list except as provided below regarding full time/lesser hour employees. Any person who fails to respond in writing to the notice of vacancy within 10 calendar days shall be removed from the reinstatement list. It shall be the responsibility of each laid-off person to provide the Board, during the lay-off period, one's current mailing address.

Vacancies, which occur in the classification of layoff, shall be offered by certified mail to any person on the appropriate reinstatement list by classification at which time the person must accept or decline in writing within 10 calendar days before the next person on the list can be considered. The ten (10) calendar days shall commence running from the first date that the certified letter is postmarked.

The person's name shall remain on the appropriate list for a period of two (2)

years from the effective date of layoff. If reinstated from layoff during this period such person shall retain all previous accumulated seniority and notice of reinstatement shall be made by certified mail.

In the event of reduction within any classification, remaining employees may, based on seniority, be subject to transfer and/or reduction of contractual hours. Such reductions shall be of temporary nature for the duration of the layoff and reinstatement shall take place prior to normal recall of laid-off persons as prescribed in this Article.

If a reduction in hours results in the loss of health care benefits, the affected employee will have the option of remaining an active employee or to be placed on the reinstatement list. Any laid-off person who is offered reinstatement to a position with the same or more hours as worked in the previously held position and refuses such position shall have his/her name stricken from the list.

No full-time employee shall be required to bump into a less than full-time/lesser hour position. Employees who decline to bump into a less than full-time/lesser hour position shall be placed on the reinstatement list. In the event of layoff an employee shall first have the option to bump an employee with less seniority in his classification. If unable to replace an employee within the employee's classification, she/he may bump an employee in a previous classification on the basis of seniority the employee accrued in the previous classification. When there is a vacancy during a period in which people remain on the reinstatement list within a specific classification, the most senior person, with the exception of retirees, either active or on a lay-off list of that classification, shall be given, through posting, the opportunity to bid on such vacancy.

Any person seeking reinstatement or displacement of a less senior employee must meet the qualifications that the Board deems necessary for the position, including but not limited to any testing and/or licensure requirements.

- G. If a person is reduced from a position within a classification and a vacancy occurs in that classification during that person's recall period, and after the position and subsequent positions have been filled, the person will be recalled to the remaining vacant position. If a person is on the RIF list and there is a position posted, the person on the RIF list will have ten (10) business days to notify the Board of the person's intent to accept the position.

If a person has a right to bump another person within the bargaining unit, the person who has the right to bump must exercise this right to bump at the meeting to determine who bumps as described in Paragraph E above.

If a person on the RIF list bids on a position outside the classification that s/he was laid off from, s/he shall forfeit her/his recall rights to the classification of layoff.

ARTICLE 34 - SERS PICKUP

The Crestwood Board of Education would agree to pick up contributions to the Employee Retirement System, on behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked up and paid on behalf of each employee shall equal the amount he/she is required by SERS to pay into his/her account. The employee's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board. Sick leave, severance, vacation, supplemental, and insurance benefits, which are indexed to or otherwise determinable, by reference to the employee's rate of pay shall be calculated upon both the base component and pick-up component of the employee's salary.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings thereafter.
5. Any employee pickup or annuity will be treated according to federal and state tax regulations. In the event, however, that the IRS does not consider these picked-up retirement funds as an annuity, the responsibility for payment of taxes on these payments shall rest with the individual employee.
6. It shall be the responsibility of any employee who exceeds the legal annuity deduction limit to notify the appropriate agency.

ARTICLE 35 - DISCIPLINE SUSPENSION AND TERMINATION

Any employee may make a written reply to any disciplinary record in his/her file and it shall be annexed to the record and remain part of the file.

In imposing discipline, the Board shall not take into account any prior infraction which occurred more than five (5) years previously. Discipline shall be for cause.

Notwithstanding any other provision within this contract, any employee whose position requires a commercial drivers' license will be placed on unpaid leave without benefits during any period of time that the commercial driver's license is suspended, even if the Court has given specific driving privileges to the employee during the time of suspension. Any employee who is on unpaid leave during the suspension of the CDL shall have the opportunity to continue to receive group insurance coverage. Failure of the individual to forward payments to the Board at the stipulated times will terminate this option. If an employee whose position requires a commercial drivers' license, and the commercial drivers' license is revoked, that employee is terminated from the position that requires a commercial drivers' license. An employee terminated due to the revocation of the commercial driver's license may bid for an open position as would any outside applicant. Unpaid leave under this provision shall terminate upon revocation of a CDL or two years, whichever is first.

An employee shall be given a copy of any written reprimand or other disciplinary action entered on his/her personnel record, upon request, within five (5) work days of said request. Further, the employee will receive a copy of any

suspension and/or discharge notice within ten (10) working days of the action taken.

Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. The employee will be advised of the duration of the suspension or discharge. In the case of suspension or discharge, the employee shall have the right to have a representative of the union present.

Any suspension shall be for a specified number of consecutive days on which the employee would be regularly scheduled to work.

This Article does not apply to the non-renewal of limited or probationary contracts.

All discipline is subject to the grievance procedure.

An employee's continuing contract may be terminated by a majority vote of the Board, only for a violation of written rules and regulations, as set forth by the Board for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other act of misfeasance, malfeasance, or nonfeasance.

ARTICLE 36 - PROBATIONARY PERIOD

New employees shall be considered to be on probation for a period of their first contracted year in pay status. (i.e. The probationary period shall equal the number of days in their contract year.) The Board shall have the sole discretion to discipline or discharge such probationary employees at any time during the probationary period and such actions may not be reviewed through the Grievance Procedure. However, probationary employees shall not be discharged or disciplined for any activity on behalf of the Union or for Union membership.

Except for employees hired between March 1 and June 1 whose time will not be included as one year for purposes of obtaining a continuing contract, contracts will be awarded as per ORC 3319.08 (i.e. 1 yr, 2 yr and then continuing contract) which includes the probationary period.

Each new employee shall receive a final evaluation prior to the end of his/her probationary period.

The employee may terminate his contract by serving notice to the Treasurer, thirty (30) calendar days prior to the effective date of the termination date.

The Administration shall not employ substitutes unless such substitutes are performing the duties of contracted employees with return rights to positions.

This language shall not be construed to prohibit the Board from employing seasonal or casual employees as needed and as has been done by the Board prior to this Agreement.

ARTICLE 37 - JOB TRAINING

- A. Employees completing job-related training courses or schooling shall be reimbursed for such training courses or schooling to a maximum of two hundred dollars (\$200.00) per year, per employee; a maximum of two thousand dollars (\$2,000) for the bargaining unit per year. Said payments shall be on a first come, first served basis, with prior approval of the Superintendent. Payment will be made by the Treasurer upon presentation of satisfactory completion of the approved course.
- B. The Board shall reimburse employee(s) up to fifty dollars (\$50.00) per year for expenses incurred to obtain and/or maintain any license, abstract, or certificate required by the State of Ohio inherent to an employee's employment by the Board.
- C. CDL Training: If personal leave is taken for CDL license maintenance there will be no consequence to attendance incentive.

ARTICLE 38 - UNIFORM ALLOWANCE

All bus mechanics, maintenance employees, and custodians shall be supplied with uniforms through a uniform service.

Uniforms will be a mandatory part of employee's assignment. Each classification that is mandated to wear uniforms will have input regarding the type and style of uniform.

ARTICLE 39 - SALARY SCHEDULES

During the duration of this contract only, if there is an increase on the current salary base or on the steps of the CEA, Administrative or Exempt salary schedule, the Board will implement the same increase on the base or similar step increase for OAPSE.

During the duration of this contract only, if an early severance plan for the OAPSE staff is deemed feasible by the Board, it will be made available according to a separate Memorandum of Understanding.

INDIVIDUAL SALARY SCHEDULES FOLLOW

AIDE

2012-2013

9 Months, 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011	July 1, 2012
	<u>Hourly Rate</u>	<u>Hourly Rate</u>
0	\$14.63	\$14.63
1	\$14.69	\$14.69
2	\$14.74	\$14.74
3	\$14.80	\$14.80
4	\$14.85	\$14.85
5	\$14.92	\$14.92
6	\$14.97	\$14.97
7	\$15.04	\$15.04
8	\$15.09	\$15.09
9	\$15.15	\$15.15

	<u>Longevity</u>		<u>Longevity</u>	
	<u>Under 4 hrs</u>	<u>Over 4 hrs</u>	<u>Under 4 hrs</u>	<u>Over 4 hrs</u>
	<u>July 1, 2011</u>		<u>July 1, 2012</u>	
10	Plus \$ 219	Plus \$ 437	Plus \$ 219	Plus \$ 437
15	Plus \$ 491	Plus \$ 983	Plus \$ 491	Plus \$ 983
20	Plus \$ 819	Plus \$1638	Plus \$ 819	Plus \$1638
25	Plus \$1202	Plus \$2403	Plus \$1202	Plus \$2403

7/1/2010 Step 0
 Hourly Rate \$14.63

Hours per year: N/A

AIDE - SPECIAL EDUCATION

2012-2013

9 Months, 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011	July 1, 2012
	<u>Hourly Rate</u>	<u>Hourly Rate</u>
0	\$14.92	\$14.92
1	\$14.97	\$14.97
2	\$15.04	\$15.04
3	\$15.09	\$15.09
4	\$15.15	\$15.15
5	\$15.20	\$15.20
6	\$15.27	\$15.27
7	\$15.32	\$15.32
8	\$15.37	\$15.37
9	\$15.43	\$15.43

	<u>Longevity</u>		<u>Longevity</u>	
	Under 4 hrs	Over 4 hrs	Under 4 hrs	Over 4 hrs
	<u>July 1, 2011</u>		<u>July 1, 2012</u>	
10	Plus \$ 219	Plus \$ 437	Plus \$ 219	Plus \$ 437
15	Plus \$ 491	Plus \$ 983	Plus \$ 491	Plus \$ 983
20	Plus \$ 819	Plus \$1638	Plus \$ 819	Plus \$1638
25	Plus \$1202	Plus \$2403	Plus \$1202	Plus \$2403

Step 0
7/1/2010 Hourly Rate: \$14.92

Hours per year: N/A

AIDE - Special Education (7 1/2 Hours)

2012-2013

9 Months, 7 1/2 Hours per day, 1387.5 Hours per year; 179 days plus 6 paid holidays=185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Salary</u>	<u>Hourly Rate</u>	<u>Contract Salary</u>	<u>Hourly Rate</u>
0	\$20,700	\$14.92	\$20,700	\$14.92
1	\$20,767	\$14.97	\$20,767	\$14.97
2	\$20,867	\$15.04	\$20,867	\$15.04
3	\$20,931	\$15.09	\$20,931	\$15.09
4	\$21,017	\$15.15	\$21,017	\$15.15
5	\$21,091	\$15.20	\$21,091	\$15.20
6	\$21,185	\$15.27	\$21,185	\$15.27
7	\$21,255	\$15.32	\$21,255	\$15.32
8	\$21,330	\$15.37	\$21,330	\$15.37
9	\$21,409	\$15.43	\$21,409	\$15.43
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$21,846	\$15.74	\$21,846	\$15.74
15	\$22,392	\$16.14	\$22,392	\$16.14
20	\$23,047	\$16.61	\$23,047	\$16.61
25	\$23,812	\$17.16	\$23,812	\$17.16

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202
 Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$20,700

Hours per year: 1387.5

DOUBLE RUN BUS DRIVER

2012-2013

9 Months, 5 Hours per day, 925 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$14,778	\$15.98	\$14,778	\$15.98
1	\$14,864	\$16.07	\$14,864	\$16.07
2	\$14,951	\$16.16	\$14,951	\$16.16
3	\$15,038	\$16.26	\$15,038	\$16.26
4	\$15,123	\$16.35	\$15,123	\$16.35
5	\$15,210	\$16.44	\$15,210	\$16.44
6	\$15,297	\$16.54	\$15,297	\$16.54
7	\$15,383	\$16.63	\$15,383	\$16.63
8	\$15,470	\$16.72	\$15,470	\$16.72
9	\$15,556	\$16.82	\$15,556	\$16.82
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$15,993	\$17.29	\$15,993	\$17.29
15	\$16,539	\$17.88	\$16,539	\$17.88
20	\$17,194	\$18.59	\$17,194	\$18.59
25	\$17,959	\$19.41	\$17,959	\$19.41

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 amount: \$14,778

Hours per year: 925

4-HOUR BUS DRIVER

2012-2013

9 Months, 4 Hours per day, 740 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$11,824	\$15.98	\$11,824	\$15.98
1	\$11,893	\$16.07	\$11,893	\$16.07
2	\$11,962	\$16.16	\$11,962	\$16.16
3	\$12,030	\$16.26	\$12,030	\$16.26
4	\$12,099	\$16.35	\$12,099	\$16.35
5	\$12,167	\$16.44	\$12,167	\$16.44
6	\$12,239	\$16.54	\$12,239	\$16.54
7	\$12,306	\$16.63	\$12,306	\$16.63
8	\$12,376	\$16.72	\$12,376	\$16.72
9	\$12,447	\$16.82	\$12,447	\$16.82
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$12,884	\$17.41	\$12,884	\$17.41
15	\$13,430	\$18.15	\$13,430	\$18.15
20	\$14,085	\$19.03	\$14,085	\$19.03
25	\$14,850	\$20.07	\$14,850	\$20.07

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 amount: \$11,824

Hours per year: 740

SINGLE RUN BUS DRIVER

2012-2013

9 Months, 2-1/2 Hours per day, 462-1/2 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$7,798	\$16.86	\$7,798	\$16.86
1	\$7,859	\$16.99	\$7,859	\$16.99
2	\$7,914	\$17.11	\$7,914	\$17.11
3	\$7,970	\$17.23	\$7,970	\$17.23
4	\$8,031	\$17.36	\$8,031	\$17.36
5	\$8,086	\$17.48	\$8,086	\$17.48
6	\$8,147	\$17.61	\$8,147	\$17.61
7	\$8,202	\$17.73	\$8,202	\$17.73
8	\$8,258	\$17.86	\$8,258	\$17.86
9	\$8,319	\$17.99	\$8,319	\$17.99
	<u>Longevity</u>		<u>Longevity</u>	
	Under 4 hrs		Under 4 hrs	
10	\$8,538	\$18.46	\$8,538	\$18.46
15	\$8,810	\$19.05	\$8,810	\$19.05
20	\$9,138	\$19.76	\$9,138	\$19.76
25	\$9,521	\$20.59	\$9,521	\$20.59

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$7,798

Hours per year: 462.5

CAFETERIA - COOK MANAGER (7 1/2 Hours per day)

2012-2013

9 Months, 7.5 Hours per day, 1387.5 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$20,741	\$14.95	\$20,741	\$14.95
1	\$20,862	\$15.04	\$20,862	\$15.04
2	\$20,984	\$15.12	\$20,984	\$15.12
3	\$21,120	\$15.22	\$21,120	\$15.22
4	\$21,241	\$15.31	\$21,241	\$15.31
5	\$21,363	\$15.40	\$21,363	\$15.40
6	\$21,484	\$15.48	\$21,484	\$15.48
7	\$21,605	\$15.57	\$21,605	\$15.57
8	\$21,727	\$15.66	\$21,727	\$15.66
9	\$21,848	\$15.75	\$21,848	\$15.75
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$22,285	\$16.06	\$22,285	\$16.06
15	\$22,831	\$16.45	\$22,831	\$16.45
20	\$23,486	\$16.93	\$23,486	\$16.93
25	\$24,251	\$17.48	\$24,251	\$17.48

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$20,741

Hours per year: 1387.5

CAFETERIA - COOK MANAGER (7 Hours per day)

2012-2013

9 Months, 7 Hours per day, 1295 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$19,358	\$14.95	\$19,358	\$14.95
1	\$19,472	\$15.04	\$19,472	\$15.04
2	\$19,585	\$15.12	\$19,585	\$15.12
3	\$19,712	\$15.22	\$19,712	\$15.22
4	\$19,825	\$15.31	\$19,825	\$15.31
5	\$19,938	\$15.40	\$19,938	\$15.40
6	\$20,052	\$15.48	\$20,052	\$15.48
7	\$20,165	\$15.57	\$20,165	\$15.57
8	\$20,278	\$15.66	\$20,278	\$15.66
9	\$20,391	\$15.75	\$20,391	\$15.75
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$20,828	\$16.08	\$20,828	\$16.08
15	\$21,374	\$16.51	\$21,374	\$16.51
20	\$22,029	\$17.01	\$22,029	\$17.01
25	\$22,794	\$17.60	\$22,794	\$17.60

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$19,358

Hours per year: 1295

CAFETERIA - COOK MANAGER (6 Hours per day)

2012-2013

9 Months, 6 Hours per day, 1110 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$16,595	\$14.95	\$16,595	\$14.95
1	\$16,693	\$15.04	\$16,693	\$15.04
2	\$16,786	\$15.12	\$16,786	\$15.12
3	\$16,898	\$15.22	\$16,898	\$15.22
4	\$16,990	\$15.31	\$16,990	\$15.31
5	\$17,090	\$15.40	\$17,090	\$15.40
6	\$17,183	\$15.48	\$17,183	\$15.48
7	\$17,287	\$15.57	\$17,287	\$15.57
8	\$17,378	\$15.66	\$17,378	\$15.66
9	\$17,479	\$15.75	\$17,479	\$15.75
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$17,916	\$16.14	\$17,916	\$16.14
15	\$18,462	\$16.63	\$18,462	\$16.63
20	\$19,117	\$17.22	\$19,117	\$17.22
25	\$19,882	\$17.91	\$19,882	\$17.91

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$16,595

Hours per year: 1110

CAFETERIA - COOK (7 1/2 Hours per day)

2012-2013

9 Months, 7.5 Hours per day, 1387.5 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$20,362	\$14.68	\$20,362	\$14.68
1	\$20,468	\$14.75	\$20,468	\$14.75
2	\$20,587	\$14.84	\$20,587	\$14.84
3	\$20,696	\$14.92	\$20,696	\$14.92
4	\$20,802	\$14.99	\$20,802	\$14.99
5	\$20,923	\$15.08	\$20,923	\$15.08
6	\$21,029	\$15.16	\$21,029	\$15.16
7	\$21,146	\$15.24	\$21,146	\$15.24
8	\$21,257	\$15.32	\$21,257	\$15.32
9	\$21,375	\$15.41	\$21,375	\$15.41
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$21,812	\$15.72	\$21,812	\$15.72
15	\$22,358	\$16.11	\$22,358	\$16.11
20	\$23,013	\$16.59	\$23,013	\$16.59
25	\$23,778	\$17.14	\$23,778	\$17.14

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$20,362

Hours per year: 1387.5

CAFETERIA - COOK (7 Hours per day)

2012-2013

9 Months, 7 Hours per day, 1295 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$19,005	\$14.68	\$19,005	\$14.68
1	\$19,104	\$14.75	\$19,104	\$14.75
2	\$19,217	\$14.84	\$19,217	\$14.84
3	\$19,316	\$14.92	\$19,316	\$14.92
4	\$19,418	\$14.99	\$19,418	\$14.99
5	\$19,528	\$15.08	\$19,528	\$15.08
6	\$19,627	\$15.16	\$19,627	\$15.16
7	\$19,740	\$15.24	\$19,740	\$15.24
8	\$19,839	\$15.32	\$19,839	\$15.32
9	\$19,953	\$15.41	\$19,953	\$15.41
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$20,390	\$15.74	\$20,390	\$15.74
15	\$20,936	\$16.17	\$20,936	\$16.17
20	\$21,591	\$16.67	\$21,591	\$16.67
25	\$22,356	\$17.26	\$22,356	\$17.26

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2011 Amount: \$19,005

Hours per year: 1295

CAFETERIA - COOK (6 Hours per day)

2012-2013

9 Months, 6 Hours per day, 1110 Hours per year; 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$16,290	\$14.68	\$16,290	\$14.68
1	\$16,375	\$14.75	\$16,375	\$14.75
2	\$16,472	\$14.84	\$16,472	\$14.84
3	\$16,556	\$14.92	\$16,556	\$14.92
4	\$16,641	\$14.99	\$16,641	\$14.99
5	\$16,738	\$15.08	\$16,738	\$15.08
6	\$16,823	\$15.16	\$16,823	\$15.16
7	\$16,920	\$15.24	\$16,920	\$15.24
8	\$17,005	\$15.32	\$17,005	\$15.32
9	\$17,102	\$15.41	\$17,102	\$15.41
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$17,539	\$15.80	\$17,539	\$15.80
15	\$18,085	\$16.29	\$18,085	\$16.29
20	\$18,740	\$16.88	\$18,740	\$16.88
25	\$19,505	\$17.57	\$19,505	\$17.57

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$16,290

Hours per year: 1110

CAFETERIA - Hourly

2012-2013

9 Months, 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011	July 1, 2012
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	Hourly <u>Rate</u>	Hourly <u>Rate</u>
0	\$14.51	\$14.51
1	\$14.58	\$14.58
2	\$14.65	\$14.65
3	\$14.72	\$14.72
4	\$14.79	\$14.79
5	\$14.86	\$14.86
6	\$14.92	\$14.92
7	\$14.99	\$14.99
8	\$15.07	\$15.07
9	\$15.14	\$15.14

	<u>Longevity</u>		<u>Longevity</u>	
	Under 4 hrs	Over 4 hrs	Under 4 hrs	Over 4 hrs
	<u>July 1, 2011</u>		<u>July 1, 2012</u>	
10	Plus \$ 219	Plus \$ 437	Plus \$ 219	Plus \$ 437
15	Plus \$ 491	Plus \$ 983	Plus \$ 491	Plus \$ 983
20	Plus \$ 819	Plus \$1638	Plus \$ 819	Plus \$1638
25	Plus \$1202	Plus \$2403	Plus \$1202	Plus \$2403

Step 0
7/1/2010 Hourly Rate: \$14.51

Hours per year: N/A

CUSTODIAN - HEAD ELEMENTARY

2012-2013

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$32,915	\$15.82	\$32,915	\$15.82
1	\$33,146	\$15.94	\$33,146	\$15.94
2	\$33,377	\$16.05	\$33,377	\$16.05
3	\$33,607	\$16.16	\$33,607	\$16.16
4	\$33,837	\$16.27	\$33,837	\$16.27
5	\$34,068	\$16.38	\$34,068	\$16.38
6	\$34,298	\$16.49	\$34,298	\$16.49
7	\$34,528	\$16.60	\$34,528	\$16.60
8	\$34,759	\$16.71	\$34,759	\$16.71
9	\$34,989	\$16.82	\$34,989	\$16.82
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$35,426	\$17.03	\$35,426	\$17.03
15	\$35,972	\$17.29	\$35,972	\$17.29
20	\$36,627	\$17.61	\$36,627	\$17.61
25	\$37,392	\$17.98	\$37,392	\$17.98

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$32,915

Hours per year: 2080

2012-2013

CUSTODIAN - HEAD: Middle Day, High School Day, High and Middle School Afternoon

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$33,275	\$16.00	\$33,275	\$16.00
1	\$33,505	\$16.11	\$33,505	\$16.11
2	\$33,736	\$16.22	\$33,736	\$16.22
3	\$33,967	\$16.33	\$33,967	\$16.33
4	\$34,196	\$16.44	\$34,196	\$16.44
5	\$34,427	\$16.55	\$34,427	\$16.55
6	\$34,658	\$16.66	\$34,658	\$16.66
7	\$34,887	\$16.77	\$34,887	\$16.77
8	\$35,118	\$16.88	\$35,118	\$16.88
9	\$35,349	\$16.99	\$35,349	\$16.99
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$35,786	\$17.20	\$35,786	\$17.20
15	\$36,332	\$17.47	\$36,332	\$17.47
20	\$36,987	\$17.78	\$36,987	\$17.78
25	\$37,752	\$18.15	\$37,752	\$18.15

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$33,275

Hours per year: 2080

CUSTODIAN

2012-2013

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$32,676	\$15.71	\$32,676	\$15.71
1	\$32,906	\$15.82	\$32,906	\$15.82
2	\$33,137	\$15.93	\$33,137	\$15.93
3	\$33,367	\$16.04	\$33,367	\$16.04
4	\$33,598	\$16.15	\$33,598	\$16.15
5	\$33,828	\$16.26	\$33,828	\$16.26
6	\$34,058	\$16.37	\$34,058	\$16.37
7	\$34,289	\$16.48	\$34,289	\$16.48
8	\$34,519	\$16.60	\$34,519	\$16.60
9	\$34,750	\$16.71	\$34,750	\$16.71
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$35,187	\$16.92	\$35,187	\$16.92
15	\$35,733	\$17.18	\$35,733	\$17.18
20	\$36,388	\$17.49	\$36,388	\$17.49
25	\$37,153	\$17.86	\$37,153	\$17.86

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$32,676

Hours per year: 2080

MAINTENANCE - Buildings

2012-2013

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$35,147	\$16.90	\$35,147	\$16.90
1	\$35,377	\$17.01	\$35,377	\$17.01
2	\$35,608	\$17.12	\$35,608	\$17.12
3	\$35,838	\$17.23	\$35,838	\$17.23
4	\$36,068	\$17.34	\$36,068	\$17.34
5	\$36,299	\$17.45	\$36,299	\$17.45
6	\$36,529	\$17.56	\$36,529	\$17.56
7	\$36,760	\$17.67	\$36,760	\$17.67
8	\$36,990	\$17.78	\$36,990	\$17.78
9	\$37,221	\$17.89	\$37,221	\$17.89
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$37,658	\$18.10	\$37,658	\$18.10
15	\$38,204	\$18.37	\$38,204	\$18.37
20	\$38,859	\$18.68	\$38,859	\$18.68
25	\$39,624	\$19.05	\$39,624	\$19.05

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$35,147

Hours per year: 2080

MAINTENANCE - Grounds

2012-2013

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$33,927	\$16.31	\$33,927	\$16.31
1	\$34,157	\$16.42	\$34,157	\$16.42
2	\$34,388	\$16.53	\$34,388	\$16.53
3	\$34,618	\$16.64	\$34,618	\$16.64
4	\$34,849	\$16.75	\$34,849	\$16.75
5	\$35,079	\$16.86	\$35,079	\$16.86
6	\$35,309	\$16.98	\$35,309	\$16.98
7	\$35,540	\$17.09	\$35,540	\$17.09
8	\$35,770	\$17.20	\$35,770	\$17.20
9	\$36,000	\$17.31	\$36,000	\$17.31
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$36,437	\$17.52	\$36,437	\$17.52
15	\$36,983	\$17.78	\$36,983	\$17.78
20	\$37,638	\$18.10	\$37,638	\$18.10
25	\$38,403	\$18.46	\$38,403	\$18.46

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$33,927

Hours per year: 2080

MECHANIC - HEAD

2012-2013

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$35,695	\$17.16	\$35,695	\$17.16
1	\$35,926	\$17.27	\$35,926	\$17.27
2	\$36,156	\$17.38	\$36,156	\$17.38
3	\$36,387	\$17.49	\$36,387	\$17.49
4	\$36,617	\$17.60	\$36,617	\$17.60
5	\$36,847	\$17.71	\$36,847	\$17.71
6	\$37,423	\$17.99	\$37,423	\$17.99
7	\$37,999	\$18.27	\$37,999	\$18.27
8	\$38,633	\$18.57	\$38,633	\$18.57
9	\$39,267	\$18.88	\$39,267	\$18.88
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$39,704	\$19.09	\$39,704	\$19.09
15	\$40,250	\$19.35	\$40,250	\$19.35
20	\$40,905	\$19.67	\$40,905	\$19.67
25	\$41,670	\$20.03	\$41,670	\$20.03

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$35,695

Hours per year: 2080

MECHANIC - DAY

2012-2013

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$35,254	\$16.95	\$35,254	\$16.95
1	\$35,485	\$17.06	\$35,485	\$17.06
2	\$35,715	\$17.17	\$35,715	\$17.17
3	\$35,945	\$17.28	\$35,945	\$17.28
4	\$36,176	\$17.39	\$36,176	\$17.39
5	\$36,406	\$17.50	\$36,406	\$17.50
6	\$36,636	\$17.61	\$36,636	\$17.61
7	\$36,867	\$17.72	\$36,867	\$17.72
8	\$37,097	\$17.83	\$37,097	\$17.83
9	\$37,327	\$17.95	\$37,327	\$17.95
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$37,764	\$18.16	\$37,764	\$18.16
15	\$38,310	\$18.42	\$38,310	\$18.42
20	\$38,965	\$18.73	\$38,965	\$18.73
25	\$39,730	\$19.10	\$39,730	\$19.10

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$35,254

Hours per year: 2080

MECHANIC - NIGHT

2012-2013

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$35,499	\$17.07	\$35,499	\$17.07
1	\$35,729	\$17.18	\$35,729	\$17.18
2	\$35,959	\$17.29	\$35,959	\$17.29
3	\$36,190	\$17.40	\$36,190	\$17.40
4	\$36,420	\$17.51	\$36,420	\$17.51
5	\$36,650	\$17.62	\$36,650	\$17.62
6	\$36,881	\$17.73	\$36,881	\$17.73
7	\$37,111	\$17.84	\$37,111	\$17.84
8	\$37,341	\$17.95	\$37,341	\$17.95
9	\$37,572	\$18.06	\$37,572	\$18.06
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$38,009	\$18.27	\$38,009	\$18.27
15	\$38,555	\$18.54	\$38,555	\$18.54
20	\$39,210	\$18.85	\$39,210	\$18.85
25	\$39,975	\$19.22	\$39,975	\$19.22

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$35,499

Hours per year: 2080

MECHANIC HELPER

2012-2013

9 Months, 179 days plus 6 paid holidays = 185 days

Exp.	July 1, 2011	July 1, 2012
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	Hourly <u>Rate</u>	Hourly <u>Rate</u>
0	\$16.23	\$16.23
1	\$16.34	\$16.34
2	\$16.46	\$16.46
3	\$16.57	\$16.57
4	\$16.69	\$16.69
5	\$16.80	\$16.80
6	\$16.92	\$16.92
7	\$17.03	\$17.03
8	\$17.14	\$17.14
9	\$17.26	\$17.26

<u>Longevity</u>	
Under 4 hrs	Over 4 hrs

<u>Longevity</u>	
Under 4 hrs	Over 4 hrs

	<u>July 1, 2011</u>	
10		
15	Plus \$ 219	Plus \$ 437
20	Plus \$ 491	Plus \$ 983
25	Plus \$ 819	Plus \$1638
	Plus \$1202	Plus \$2403

	<u>July 1, 2012</u>	
10		
15	Plus \$ 219	Plus \$ 437
20	Plus \$ 491	Plus \$ 983
25	Plus \$ 819	Plus \$1638
	Plus \$1202	Plus \$2403

Step 0

7/1/2010 Hourly Rate: \$16.23

Hours per year: N/A

SECRETARY - 10 Months

2012-2013

10 Months, 8 Hours per day, 1672 Hours per year; 203 days plus 6 paid holidays = 209 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$26,055	\$15.58	\$26,055	\$15.58
1	\$26,249	\$15.70	\$26,249	\$15.70
2	\$26,438	\$15.81	\$26,438	\$15.81
3	\$26,631	\$15.93	\$26,631	\$15.93
4	\$26,826	\$16.04	\$26,826	\$16.04
5	\$27,020	\$16.16	\$27,020	\$16.16
6	\$27,209	\$16.27	\$27,209	\$16.27
7	\$27,397	\$16.39	\$27,397	\$16.39
8	\$27,593	\$16.50	\$27,593	\$16.50
9	\$27,786	\$16.62	\$27,786	\$16.62
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$28,223	\$16.88	\$28,223	\$16.88
15	\$28,769	\$17.21	\$28,769	\$17.21
20	\$29,424	\$17.60	\$29,424	\$17.60
25	\$30,189	\$18.06	\$30,189	\$18.06

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$26,055

Hours per year: 1672

SECRETARY - 10-1/2 Months

2012-2013

10.5 Months, 8 Hours per day, 1752 Hours per year; 213 days plus 6 paid holidays = 219 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Increase</u>	<u>Hourly Rate</u>	<u>Contract Increase</u>	<u>Hourly Rate</u>
0	\$27,302	\$15.58	\$27,302	\$15.58
1	\$27,503	\$15.70	\$27,503	\$15.70
2	\$27,704	\$15.81	\$27,704	\$15.81
3	\$27,906	\$15.93	\$27,906	\$15.93
4	\$28,107	\$16.04	\$28,107	\$16.04
5	\$28,310	\$16.16	\$28,310	\$16.16
6	\$28,511	\$16.27	\$28,511	\$16.27
7	\$28,713	\$16.39	\$28,713	\$16.39
8	\$28,914	\$16.50	\$28,914	\$16.50
9	\$29,116	\$16.62	\$29,116	\$16.62
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$29,553	\$16.87	\$29,553	\$16.87
15	\$30,099	\$17.18	\$30,099	\$17.18
20	\$30,754	\$17.55	\$30,754	\$17.55
25	\$31,519	\$17.99	\$31,519	\$17.99

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$27,302

Hours per year: 1752

CUSTODIAN/DELIVERY

2012-2013

12 Months, 8 Hours per day, 2080 Hours per year; 250 days plus 10 paid holidays = 260 days

Exp.	July 1, 2011		July 1, 2012	
	<u>Contract Amount</u>	<u>Hourly Rate</u>	<u>Contract Amount</u>	<u>Hourly Rate</u>
0	\$33,348	\$16.03	\$33,348	\$16.03
1	\$33,545	\$16.13	\$33,545	\$16.13
2	\$33,742	\$16.22	\$33,742	\$16.22
3	\$33,939	\$16.32	\$33,939	\$16.32
4	\$34,136	\$16.41	\$34,136	\$16.41
5	\$34,332	\$16.51	\$34,332	\$16.51
6	\$34,529	\$16.60	\$34,529	\$16.60
7	\$34,726	\$16.70	\$34,726	\$16.70
8	\$34,923	\$16.79	\$34,923	\$16.79
9	\$35,120	\$16.88	\$35,120	\$16.88
	<u>Longevity</u>		<u>Longevity</u>	
	Over 4 hrs		Over 4 hrs	
10	\$35,557	\$17.09	\$35,557	\$17.09
15	\$36,103	\$17.36	\$36,103	\$17.36
20	\$36,758	\$17.67	\$36,758	\$17.67
25	\$37,523	\$18.04	\$37,523	\$18.04

Effective July 1, 2011

Under 4 hours/day: Step 9 Plus \$219, \$491, \$819 and \$1202

Over 4 hours/day: Step 9 Plus \$437, \$983, \$1638 and \$2403

7/1/2010 Amount: \$33,348

Hours per year: 2080

ARTICLE 40 - LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee which will meet if requested in writing by either group. The purpose of the Labor Management committee shall be to promote a positive working relationship between the parties and to address matters of mutual concern. The Labor Management Committee shall be comprised of no more than six (6) members of the management team (appointed by the Superintendent) and six (6) members of OAPSE (appointed by the President). If possible agenda items shall be submitted to the other party in advance. The issues and solutions that result from these periodic meetings will be communicated to the respective groups at the conclusion of the meetings.

The discussions of the Labor Management Committee shall not result in modifications or additions to this Agreement.

ARTICLE 41 - STIPEND FOR BARGAINING UNIT MEMBERS

Unit members, excluding bus drivers who obtain a commercial drivers' license with school bus validation prior to the first day of school each year of this contract, and who are placed upon the substitute bus driver's list for assignment on an as needed basis, shall be paid an additional annual stipend of \$300.00.

Unit members shall receive their normal salary when the assignment is during their regular schedule and takes them away from their regular job or the entry level single run rate for bus drivers (whichever is higher).

For hours other than their regular schedule, they shall receive the hourly rate for an entry level driver single run rate or the field trip rate (whichever one applies).

The annual stipend will be paid by June 1st of each school year. It is understood that a unit member who refuses inside work hours or who repeatedly refuses outside work hours to accept an opportunity for an assignment may be removed from the sub list and lose the pro-rated portion of the annual stipend for the remaining months of the school year if they are removed prior to receiving the annual stipend.

The Board agrees to pay the same amount towards each regular employee's cost of a CDL as they do for regular bus drivers.

The Board of Education reserves the right to limit the number of unit members participating in the stipend program. If all qualified employees are not needed or placed on the sub list, those placed on the list will be placed by district seniority.

ARTICLE 42 - CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY FOR SAFETY SENSITIVE POSITIONS, PRE- EMPLOYMENT TESTING AND REASONABLE SUSPICISION TESTING FOR ALL EMPLOYEES

The Crestwood Local Board of Education and OAPSE Local #385 recognize that illegal drug use and use/possession of alcohol on the job are threats to the safety of our students, employees and the public. The parties agree to take

the necessary steps to contribute to a safe, drug free and alcohol free service operation. The Board implements a controlled substance/alcohol testing (CS/AT) program for employees who possess a CDL, may transport students and/or are in safety-sensitive positions. Additionally, the Board implements reasonable suspicion testing for all employees.

1. A random drug and alcohol testing program which complies with federal law shall continue in effect for all employees who possess a CDL, who may transport students, and/or are in safety-sensitive positions (e.g., a covered employee for purposes of the random CS/AT is an employee engaged in performing an employment function in which safety is of primary consideration in the act of dispensing services such as a bus driver or mechanic).

The requirements for the random drug screen shall be 50% of eligible employees defined as those possessing a CDL, transporting students or in safety-sensitive positions. Additionally, the number of random alcohol tests administered shall be equal to an annual rate not less than 25% of the total number of positions of those who possess a CDL, transport students or are in safety sensitive positions.

2. Post-Accident CS/A Testing: Employees who possess a CDL, transport students or are in safety-sensitive positions shall be required to submit to a drug test and an alcohol test if:
 - involved in an accident where there is a loss of life; or
 - the employee receives a citation under state or local law for a moving violation.
3. Pre-Employment Testing: Any applicant for a bargaining unit position who receives a conditional offer of employment, shall be notified that he/she will be subject to CS/A testing as a pre-qualification for employment. The applicant may not be offered employment without a verified negative drug or alcohol test result. The Board may elect not to require the drug/alcohol test for applicants who do not possess a CDL or will not transport students and perform safety sensitive functions.
4. Reasonable Suspicion Testing: All employees in the bargaining unit shall submit to and be tested at the request of a trained supervisory employee in the event that sufficient information exists to support a position of reasonable suspicion that the employee may be using a controlled substance and/or alcohol. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. An employee who tests positive will be subject to discipline, up to and including termination.
5. Prior to any CS/A testing, the employee may reveal any prescription drug and supply a physician's statement within 72 hours. Consideration in the determination of a potential violation will be given if the drug is properly

prescribed. The employee is responsible for understanding the reaction to, and the implications of medicines prescribed by a physician. Over the counter medications are also under this responsibility.

6. All CS/A testing shall be conducted in accordance with federal law for those employees who hold CDLs, transport students or perform safety-sensitive functions as defined herein. For any other employees subject to reasonable suspicion alcohol testing, such testing shall be in accordance with evidential breath testing standards by a person trained as a breath alcohol technician using an evidential breath testing device. Controlled substance testing will be done by a laboratory certified and monitored by the Department of Health and Human Services.
7. Consequences of Positive CS/A Testing Results: Any employee who tests positive for controlled substances and/or alcohol is subject to:
 - a. Immediate removal from performing a safety-sensitive function;
 - b. Return to duty alcohol/drug test if permitted to return to duty with such testing to continue and results reported to the Board. These tests may be conducted at the request of the Board for up to twenty four months after a positive test result;
 - c. Disqualification of CDL; placement on unpaid leave pending the outcome of any legal proceedings.
 - d. Discipline, up to and including termination of employment.
8. An employee who reveals that he/she has alcohol/drug problems prior to being called for random CS/A testing or reasonable suspicion testing may be given the opportunity to be placed on unpaid leave or sick leave for up to 30 days, seek treatment and upon demonstrable compliance with the rehabilitation program, return to the position the employee held prior to revealing the drug/alcohol problem if the employee meets the physical and licensing qualifications. A substitute will fill the position during the employee's leave.
9. The Board shall pay the cost of any testing for alcohol or drugs.

ARTICLE 43 – ATTENDANCE INCENTIVE

The parties have agreed to the following incentive plan to promote better attendance, improve the Crestwood School District's financial status and to reward the employees for their ongoing efforts to continue to provide the community with the quality service as classified employees with the least amount of absence as possible.

Bargaining unit members who use 0 days of Sick Leave during a school year shall receive 2.0% of their contracted wages or a minimum of \$200.

Bargaining unit members who use 1 day of sick leave during a school year shall receive 1.5% of their contracted wages or a minimum of \$100.

Bargaining unit members who use 2-3 days of sick leave shall receive 1% of their contracted wages or a minimum of \$50.

Bargaining unit members who use no Personal Days during a school year shall receive 1% of their contracted wages.

Bargaining unit members who use one Personal Day during the school year shall receive 2/3 of 1% of their contracted wages.

Bargaining unit members who use two Personal Days during the school year shall receive 1/3 of 1% of their contracted wages.

Bargaining unit members who use more than two Personal Days shall not be eligible.

For attendance purposes the year will be July 1 through June 30.

As an additional incentive during the term of this Agreement only (2011-2013), the Board shall take an average of the amount of money it has spent for substitutes for classified employees over the 2006-2007 and 2007-2008 school years. In calculating the average cost, the Board shall determine the average cost for substitutes for the bargaining unit during these two years.

During each year of this contract, fifty (50%) percent of any of the savings to the Board (which is calculated from the average of the prior two years outlined above) shall be available as an attendance bonus to the employees of the bargaining unit.

A pro-rata calculation will be made for employees' worked days between July 1 and June 30 of the current year.

The payment of the incentive bonuses outlined in Article 43 shall be included in the second check in August 2012 and August 2013.

The amount allocated for the attendance incentive and the individual allocations are nongrievable.

Example of Incentive Calculation for Substitute Savings:

Name	July 1 to June 30 No. of Days Worked	% of Total	Amount 50% Savings	Payment = Col D x Col F
Employee A	240	23 %		\$183.73
Employee B	240	23 %		\$183.73
Employee C	235	22.5%		\$179.90
Employee D	240	23 %		\$183.73
Employee E	90	8.6%		\$ 68.60
	1045	100.0%	\$800.00	\$800.00

ARTICLE 44 - SMOKE FREE ENVIRONMENT

There shall be no smoking or use of tobacco in Board owned buildings, vehicles or within 60 feet from any exit or entrance of Board owned buildings.

Smoking or tobacco use will be permitted by employees outside of buildings, out of view of students. Each building will designate an approved smoking area.

Due consideration will be given for smoke cessation programs offered by various organizations and/or those covered under the current insurance, if available.

The Board shall have the authority to adopt a tobacco/smoke-free policy which provides for a tobacco and smoke-free environment on all Board-owned property, with an effective date of the first workday of the 2011-2012 school year or any year thereafter. If the Board adopts a tobacco/smoke-free policy, that policy shall supersede Article 44 upon adoption.

ARTICLE 45 - SECTION 125 PLAN

There will be available a Section 125 tax-shelter plan for payment of insurance premiums. A flexible spending plan for other benefits not covered in the current insurance plan may be available.

ARTICLE 46 - AFSCME PEOPLE

The employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in the employee's written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 47 – PAST PRACTICE/COMPLETE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire agreement between the parties. This Agreement represents a completion of negotiations on all bargainable issues for the duration of the Agreement and nothing during such term shall be negotiable.

ARTICLE 48 – USE OF VANS/SUV

A van trip will be one in which nine or fewer students plus the driver are transported to the same location within a distance of 100 miles from the high school. If a van/suv is used and a person (teacher, coach, or other licensed qualified driver) other than a bus driver operates the van/suv, the Superintendent or designee shall notify the union or designee prior to departure. If the van/suv trip replaces a scheduled field trip and meets this definition and the scheduled driver is not notified at least twenty-four hours prior to departure, the driver shall receive the appropriate pay for the trip.

If the trip destination is 100 miles or more from the high school and if there are fourteen or fewer students, the district may use up to two vans/suvs.

ARTICLE 49 – DUAL POSITIONS

Dual contract employees must notify the supervisor of each classification in which the employee holds a position of any absences, tardiness, vacation or other reason for non-attendance. Failure to do so will result in discipline.

ARTICLE 50 – RETIREMENT INCENTIVE PLAN

A three thousand dollars (\$3,000) cash payment the first pay date in January following service, not disability retirement. First time eligibility verification for service retirement must be provided by the employee from SERS.

First time eligible shall be defined as eligible at the age of sixty (60) with ten (10) years; or at age fifty-five (55) with twenty-five (25) years; or any age with thirty (30) years.

If an employee dies prior to full payment of the incentive being made, his/her beneficiary/estate shall receive the payment.

ARTICLE 51- DURATION AND INTENT OF AGREEMENT

- A. There shall be no negotiations between the parties except as provided by this Agreement.
- B. Both parties, and their constituents, agree to comply with the provisions of this Agreement.
- C. Days, as used in this Agreement, shall be calendar days, exclusive of Saturdays, Sundays and Holidays.
- D. This Agreement will be binding between the dates of June 29, 2011 through June 30, 2013 with pays beginning July 1, 2011.

This agreement has been negotiated in good faith by the above-mentioned parties and has been fully explained to the Crestwood Board of Education and OAPSE Local #385, and upon their approval, shall become effective June 29, 2011 and shall run to June 30, 2013.

SIGNATURES TO AGREEMENT

<u>David Albert</u>	Date <u>8/31/2011</u>	<u>Hugh Van</u>	Date <u>9/12/11</u>
<u>Gregg Reid</u>	Date <u>8/31/2011</u>	<u>[Signature]</u>	Date <u>9/8/11</u>
<u>William B. Ambush</u>	Date <u>9/9/11</u>	<u>[Signature]</u>	Date <u>9/13/11</u>
<u>[Signature]</u>	Date <u>9/28/11</u>	<u>Karen McKittand</u>	Date <u>9-14-11</u>
_____	Date _____	<u>Michael Delapto</u>	Date <u>9-14-11</u>
_____	Date _____	_____	Date _____

This agreement and Appendices were approved by the Crestwood Board of Education at the meeting of June 27, 2011.

<u>Cassidy Corbett</u>	<u>June 27, 2011</u>
Treasurer/CFO	Date

SUMMARY OF SCHEDULE OF BENEFITS

Following is a summary of benefits covered under this Plan. Employees are encouraged to refer to the current Employee Benefit Plan Booklet for an accurate statement of the benefit plan.

All out-of-area claims and referrals are to be treated as in-Network claims.

COMPREHENSIVE MAJOR MEDICAL BENEFITS

Unless otherwise stated, all benefits are subject to the following deductible, co-pay and maximum amounts:

1. Lifetime Maximum Benefits for Eligible Expenses....\$2,000,000.00 Per Covered Person
2. Deductible (calendar year) Per Covered Person\$ IN- OUT-
to a Family Limit of \$ 150.00 \$300.00
\$ 300.00 \$600.00
3. Percentage for all Care and Treatment:
In-Network90% of the first \$ 4,000.00
Out-of-Network80% of the first \$ 3,500.00
4. Individual Out-of-Pocket Maximum Per Year Including Deductible:
In-Network
Per Person\$ 500.00
Per Family\$1,000.00
Out-of-Network
Per Person\$ 900.00
Per Family\$1,800.00
5. Maximum Daily Service Charge.....Semi-Private Room Charge of Confirming Hospital
6. Special Care Unit (ICU & CCU).....R&C, subject to Deductible and Coinsurance
7. Ancillary Services Maximum.....R&C, subject to Deductible and Coinsurance
8. In-Hospital Physician Visits.....R&C, subject to Deductible and Coinsurance
9. Diagnostic, X-Ray & Lab
In- & Out-Patient.....R&C, subject to Deductible and Coinsurance
Pap Smear or Prostate Test.....100% of R&C, Limited to 1 Per Calendar Year

- 10. Routine Mammogram.....100% of R&C, Limited to
\$100.00 Per Calendar Year
- 11. Surgical Services.....R&C, subject to Deductible and
Coinsurance
- 12. Anesthesia.....R&C, subject to Deductible and
Coinsurance
- 13. Inpatient Therapy Services.....R&C, subject to Deductible
and Coinsurance
- 14. Occupational Therapy.....R&C, subject to Deductible
and Coinsurance
- 15. Home Health Care Services.....R&C, subject to Deductible
and Coinsurance
Calendar Year Maximum.....100 Visits
- 16. Hospice Care - Limited to Six Months of Coverage..... 80% R&C
- 17. Pregnancy Services.....Treated as Any Other Illness
- 18. Routine Nursery Care.....R&C, subject to Deductible
and Coinsurance
- 19. Newborn Exam - First Inpatient
Visit Only.....R&C, subject to Deductible
and Coinsurance
- 20. PreAdmission Testing.....100% R&C
- 21. Voluntary Second or Third Surgical Opinion.....100% R&C
- 22. Emergency Room Treatment
Accident.....100% R&C to a Limit of \$300.00
(Care received within 90 days as long as initial treatment is received within
72 hours of accident)
- 23. Illness.....R&C, subject to Deductible
and Coinsurance
- 24. Mental, Nervous Disorders &
Substance Abuse.....R&C, subject to Deductible and Coinsurance
InPatient Maximum (Annual).....\$50,000.00
OutPatient Calendar Year Maximum.....\$ 5,000.00
(Must complete program for any part to be eligible)

- 25. Rehabilitation Facility Services
Up to 365 Days of Coverage.....80% R&C
- 26. Prescription Drug Benefits.....\$5.00 Card

Effective July 1, 2007:

3-tiered formulary plan with Co-Pay as follows:
 \$3/\$10/\$20 (30-day generic/formulary/non-formulary)
 \$6/\$20/\$40 (90-day mail order generic/formulary/non-formulary.)

[Board reimburses employee after December 31 of each year out-of-pocket in excess of \$350.00/\$700.00 up to a total of \$150.00/\$300.00.]

PRE-EXISTING CONDITIONS FOR NEW PARTICIPANTS:

- 27. A condition is deemed to be pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date.
- 28. The pre-existing limitation of the contract is satisfied if the participant has gone without treatment or expense incurred for three (3) consecutive months or twelve (12) months have expired while covered under the Plan.

DENTAL PLAN

- 29. Sealants for Children Under Age 14
Pre-Molars.....100%

HOME HEALTH AND HOSPICE CARE

HOME HEALTH CARE SERVICES

Provides home and office visits for the treatment of an injury, illness or condition for which you were hospitalized. Visits must begin within thirty (30) days from the date you were discharged. Home Health Care must be prescribed by a physician and reviewed and approved by the physician every two (2) weeks. Benefits are not provided for any visit made more than three hundred sixty-five (365) days after the date of the first visit. We will pay the R&C amounts for the following covered services, subject to the deductible and coinsurance, to a calendar year maximum of one hundred (100) visits:

- Professional Services of a R.N. or L.P.N.
- Treatment by Physical Means, Occupational Therapy or Speech Therapy.
- Medical and Surgical Supplies
- Prescribed Drugs
- Oxygen and its administration
- Medical Social Service Consultations
- Health Aid Services when you are also receiving covered Nursing or Therapy Services

We do not pay Home Health Care Services for:

- Dietician Services
- Homemaker Services
- Maintenance Therapy
- Dialysis Treatment
- Purchase or Rental of Dialysis Equipment
- Food or Home Delivered Meals
- Training

HOSPICE BENEFITS

Benefits will be payable if an eligible individual has covered charges for services and supplies furnished directly by a hospice. Hospice benefits will be payable to a maximum of six (6) months of treatment. Covered Charges include:

1. Room and Board for confinement in a hospice
2. Services and Supplies furnished by the hospice while the patient is confined therein.
3. Part-time nursing care by or under the supervision of a Registered Nurse
4. Home Health Aide Services
5. Nutrition Services
6. Special Meals
7. Counseling Services by a Licensed Social Worker or a Licensed Pastoral Counselor
8. Bereavement counseling by a Licensed Social Worker or Licensed Pastoral Counselor for patient's immediate family as follows:
 - a. The benefit percentage will be 90% up to a maximum of \$1,000.00 for such services; AND
 - b. such services will only be covered during the six (6) month period following the patient's death.

LIMITATIONS

Hospice Benefits will only be paid if the eligible individual's attending physician certifies that:

1. The eligible individual is terminally ill: AND
2. The eligible individual is expected to die within six (6) months or less.

3. Any covered charge paid under Hospice Benefits will not be considered a covered charge under any other benefit in this Program. "Patient's Immediate Family" is the patient's spouse and children eligible under this Program.

PRESCRIPTION CARD PROGRAM

Effective July 1, 2006:

Generic Reimbursement Program with Co-Pay of \$5.00 per prescription.

Effective July 1, 2007:

3-tiered formulary plan with Co-Pay as follows:

\$3/\$10/\$20 (30-day generic/formulary/non-formulary)

\$6/\$20/\$40 (90-day mail order generic/formulary/non-formulary).

VISION COVERAGE

Vision Examinations (Limited to one exam every 12 months) 100% up to \$40.00 per year

Lenses (Limited to one pair every 12 months)

Single Vision Lenses 100% up to \$50.00

Bifocal Lenses 100% up to \$70.00

Trifocal Lenses 100% up to \$80.00

Lenticular Lenses 100% up to \$100.00

Frames (Limited to one set each 12 months) 100% up to \$75.00

Contact Lenses (Limited to one set each 12 months)

Elective 100% up to \$125.00 in lieu of lenses and frames

Necessary 100% to \$175.00

NOTE: The maximum amount payable for a single lens is 50% of the maximum amount payable for a pair of lenses.

Informal Step One Grievance

Appendix C

Employee Name _____ Date _____

I am requesting an informal meeting with my supervisor or administrator to discuss a possible grievance or contract violation. I believe there may be a violation of Article _____, Section _____.

Supervisor/Administrator Name _____

OAPSE Representative (if requested to attend)

Description of possible violation:

Employee Signature

To be completed after the meeting by Employee and Supervisor

Date/Time Met _____

Check applicable statement below:

_____ The issue was resolved to employee's satisfaction (summarize resolution).

_____ The issue was not resolved to employee's satisfaction. Employee has the right to proceed to a step two grievance consistent with procedures in the Master Agreement.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____