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# **NEGOTIATED AGREEMENT**

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between the

**OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, CHAPTER #445**

and the

**CHIPPEWA LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**Effective July 1, 2011 through June 30, 2014**

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## ARTICLE I – RECOGNITION

A. The Chippewa Local School District Board of Education (hereinafter referred to as “Board”) Wayne County, Doylestown, Ohio, recognizes OAPSE/AFSCME/AFL-CIO and its Chapter #445 (hereinafter referred to as “Union” or “OAPSE”) as the sole and exclusive bargaining agent for all employees in the bargaining unit during the terms of the Agreement for the purpose of bargaining in good faith with regard to wages, fringe benefits, hours and working conditions. The bargaining unit shall include all non-supervisory, non-confidential employees hired under regular contract in the following positions of classifications:

1. Mechanic
2. Bus Drivers
3. Assistant Mechanic
4. Maintenance
5. Janitor
6. Secretaries
7. Librarians
8. Aides
9. Lead Janitor
10. School Cafeteria Workers
11. Secretarial Assistant
12. Lawns/Groundskeeper
13. Assistant Maintenance/Custodian
14. Educational Instructor

B. Excluded from the bargaining unit are the following positions:

1. Transportation/Maintenance Supervisor
2. Superintendent’s Secretary
3. Aide to the Treasurer
4. Assistant Treasurer
5. Substitutes
6. Administrative Staff
7. Technology/EMIS Coordinator
8. District Food Service Manager

C. Preschool

1. The School Board and Superintendent sign off this proposal from setting any precedence from any future negotiations or job positions as part of the regular bargaining unit of OAPSE.
2. This Agreement will only cover this one hundred percent (100%) funded grant. If the grant drops to less than one hundred percent (100%) funding, the proposal must be brought back to OAPSE for reconsideration, if the Chippewa Local School District picks up ten percent (10%) or more of funding.

3. All clerical and aide positions will be eligible for the following provisions of the Negotiated Agreement:
  - a. XV – Insurance;
  - b. XVI – Holidays;
  - c. XVII(A) – Sick Leave and Funeral Leave;
  - d. XIV(D) – Jury Duty; and
  - e. Salary Schedule.
4. All other Articles of the Negotiated Agreement are not binding to those preschool personnel.
5. Additional hours as needed will be paid to cafeteria workers in accordance with the negotiated salary provisions of the Agreement.
6. All additional hours as needed will be paid to bus drivers in accordance with the negotiated salary provisions of the Agreement.
7. Any additional personnel hired (bus drivers) will be excluded from all provisions of the Negotiated Agreement. (10/30/90)

D. Management Rights

1. The Union recognizes the Board as the duly elected representative of the people of Chippewa Local School District (hereinafter referred to as “District”) and as the employer of the school employees of the District. The Union further recognizes that the Board is responsible for the educational welfare of the youth of the District, that the Board reserves the right to all policy making for the District, and that the Board is the final authority in all matters pertaining to policy and fiscal matters involving the operation of the District.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and Ohio Statutes; and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

E. No Lockout

The Board or its designee shall not lock out the members of the bargaining unit except for reason of public calamity during the term of this Agreement.

F. Union Security

The Board or any of its department division heads, or supervisors will make no change in wages, fringe benefits, or other conditions covered by this Agreement which would affect the bargaining unit, without approval of the Union.

**ARTICLE II – NEGOTIATIONS PROCEDURE**

A. Opening Negotiations

1. A written request for meetings will be submitted by the Union to the Superintendent or by the Superintendent to the President of the Union with a copy of the notice served upon SERB by the initiating party along with a copy of the existing collective bargaining Agreement. This request shall be submitted on or before the 90<sup>th</sup> calendar day prior to the expiration of this Agreement and negotiations shall start on or before the 60<sup>th</sup> calendar day prior to the expiration of this Agreement.
2. The subject matter to be considered will be specified in writing.
3. Each negotiating team shall be limited to five (5) persons. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.
4. The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions.
5. Relevant data and supporting information, proposals, and counterproposals will be presented.
6. All negotiations shall be conducted in closed session.
7. During the period of negotiations, interim reports of progress may be made to the Union by its negotiations committee and the Board by the Superintendent and/or the representative Board member.
8. Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable time to caucus.
9. The first bargaining session shall be held for exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions. No new items shall be added during the bargaining period unless mutually agreed to by the Union and Board bargaining teams.
10. Periodic written progress reports may be issued to the public during negotiations or impasse provided that any such release shall have the prior approval of both parties.

11. No tape recorders or mechanical recording devices shall be permitted in any negotiations session.
12. Negotiation meetings shall not exceed three (3) hours in length, unless extended by mutual agreement.

B. Agreement

1. As each item is tentatively agreed to, it shall be reduced to writing and initialed by a representative of each team. When total tentative agreement is reached through negotiations, the total outcome shall, within fifteen (15) calendar days, be submitted to the Union for formal approval. Following ratification by the Union, the Board shall act within fifteen (15) calendar days upon the total outcome. Any resulting agreement shall constitute modification of conflicting Board policy and shall be binding on both parties.
2. The Board shall be responsible for the typing of the final Negotiated Agreement. The signed Agreement shall be printed by the Union in sufficient quantity for all Union members, Administration and the Board within thirty (30) days of signing. The cost of printing will be approved, in advance, and equally split between the Board and the Union. Additional copies will be at the expense of the ordering party.

C. Disagreement

The parties pledge themselves to negotiate in good faith, and in the event agreement is not reached, to utilize in good faith the impasse procedures set forth in this Article.

1. In the event agreement is not reached by the parties, the parties may mutually agree to request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Service ("FMCS") whose rules and regulations shall govern the mediation.
2. In the event there are costs and expenses for such service, the cost shall be shared equally by the Board and the Union.
3. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.

### ARTICLE III – PROFESSIONAL GRIEVANCE PROCEDURE

- A. The primary purpose of this statement of procedure is to secure at the lowest possible level equitable solutions to grievances, which may from time to time arise.
- B. A grievance shall be defined as any alleged violation of this Agreement which adversely affects a member of the staff and/or a group of staff members. It is understood and agreed that the local representative may appeal grievances in the absence of a grievant.
- C. If a person does not file a grievance in writing (Level II) within thirty (30) calendar days after that person knew or should have known of the act or condition on which the grievance is based, the grievance will be considered waived.

- D. Level I

The grievant should discuss the problem with the person(s) involved and make an effort to resolve the problem. If no agreement is reached within three (3) work days, the grievant shall then put the complaint in writing. A copy shall be given to the person against whom the complaint is lodged. It then becomes a formal complaint. The grievant shall proceed to Level II.

- E. Level II

The grievant lodges the grievance with the building principal and/or unit supervisor. After hearing both sides of the case and studying the written grievance, the building principal and/or unit supervisor shall, within five (5) work days, provide each party with a written statement of his/her decision. If the decision is not satisfactory to the grievant, he/she may appeal the decision in writing. A copy of the appeal shall be given to the other party and to his/her building principal.

- F. Level III

- 1. If a grievant feels the grievance has not been satisfactorily resolved at Level II, he/she must make a written appeal to the Superintendent. The Superintendent shall hear the evidence and render a judgment in writing within ten (10) work days from the appeal.

- G. Level IV

If a grievant feels the grievance has not been satisfactorily resolved by the Superintendent, the grievant shall notify the Board in writing, requesting a hearing at its next regularly scheduled meeting, in executive session. The Board shall, within ten (10) work days from the hearing, render its decision and the reason therefore, in writing, to all parties involved.

H. Level V

1. A grievance for binding arbitration is limited to any alleged violation of the written Negotiated Agreement between OAPSE and the Board.
2. If the aggrieved is not satisfied with the suggestion for resolution received in Level IV, he/she or the Union may within ten (10) work days of receipt of such written response make a written request to the Board and OAPSE that the grievance be submitted to binding arbitration.
3. A grievance going to binding arbitration must be received for approval by the Grievance Committee for OAPSE.
4. The arbitrator shall be selected by OAPSE and the Superintendent. If OAPSE and the Superintendent cannot agree on an arbitrator, the arbitrator shall be selected from a list of seven arbitrators provided by FMCS, according to the alternate strike method. Either party has a right to request a second list of arbitrators. A time schedule should be decided by mutual agreement. The arbitrator shall hold such meetings as are necessary to make a fair and impartial ruling on the grievance as stated.
5. The ruling of the arbitrator shall be made in writing.
6. The cost of arbitration shall be borne by the losing party as determined by the arbitrator.
7. Any finding by an arbitrator that is found to be contrary to law is null and void.
8. This agreement of binding arbitration in no way forfeits any employee's right to seek appeal before the Board by use of Level I through Level IV in any manner affecting his/her employment.
9. If OAPSE or the grievant fails to answer the grievance or appeal to the next level in the limits allowed the grievance shall be withdrawn. If the Board fails to answer in time, the grievance shall be considered settled in accordance with the resolution/remedy that was stated on the grievance from the grievant(s).

I. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. Copies of all written decisions concerning a grievance shall be sent to all parties involved.
3. In the event any member of the Grievance Committee for OAPSE is a party in interest to any grievance, he/she shall disqualify himself/herself from discussions of the committee relating to the grievance, and the Executive Committee of the Union will name a substitute.

4. No reprisal shall be taken by or against any party of interest or any participants in the grievance procedure because of his/her participation.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. The time limits at each level should be considered a maximum and every effort should be made to speed up the process. Time limits may be extended only by mutual written agreement.
7. Grievance forms will be provided.
8. Grievances are to be filed at the lowest possible level for which the person at that level has the power to resolve the grievance.
9. The grievant may be represented at any level by a representative of the Grievance Committee for OAPSE.
10. The grievant shall not be docked for any time he/she is in grievance meetings or hearings Step I through IV if a meeting or hearing is scheduled during the grievant's regular work hours.
11. Work Days shall be defined as Monday – Friday, excluding holidays and calamity days.
12. Calendar Days shall be defined as Monday – Sunday, including holidays and calamity days.

#### **ARTICLE IV – BOARD OF EDUCATION**

The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Board in regard to the operation of its work and business and the direction of its workforce which the Board has not specifically abridged, deleted, granted or modified by the express written provisions of this Agreement, are, and shall remain, exclusively those of the Board.

#### **ARTICLE V – SENIORITY SCHEDULES**

- A. The following definitions are for overall seniority and group seniority:
  1. Overall seniority is an employee's original date of hire with Chippewa Local Schools in a position within the bargaining unit.
  2. Group seniority is an employee's date he/she started in a specific group as noted in Appendix E. Employees may have more than one Group Seniority date due to

job change(s) or because they have been contracted for two (2) separate jobs at the same time.

3. Breaking Ties: If two (2) or more employees have an identical hiring date, the tie will be broken by the employee with the highest last four digits of their Social Security number shall be deemed the most senior. This shall only apply to employees hired after July 1, 2008.
- B. The Board will post seniority lists in the month of September in all departments showing the overall and the group seniority of each non-certified employee each school year and furnish a copy to the Chapter President. Group Seniority shall run continuous in previously held positions for Reduction In Force for the bumping procedure. Current group employees will be given greater consideration for lateral transfers and/or promotions for the bidding procedure. Others may compete after lateral transfers and promotions are exhausted.
  - C. Employees who voluntarily quit or who are discharged for just cause shall be considered as new employees if again employed by the Board.
  - D. Employees who have entered military service shall come under the re-employment provisions of the Selective Service and Training Act and the Veterans Promotion Agreement.
  - E. Experience gained by working any job on a temporary basis shall not be counted as seniority on that job.
  - F. Sequence of Limited Contracts

All employees new to the system shall be employed under contract for a one (1) year term, or the remainder of the year if a mid-year hire. After completing three (3) one-year contracts in the Chippewa Local School District, employees are eligible for a continuing contract. This provision shall supersede the contract sequence language in O.R.C. §3319.081.

## ARTICLE VI – POSTING JOB VACANCIES

- A. Vacancies
  1. All vacancies which the Superintendent, at his/her discretion, intends to fill within the classified staff represented by OAPSE will be posted including a brief description and salary range. Notices will be sent to the OAPSE President and to the Building Representative for posting. During the summer months all vacancy notices will be mailed to nine (9) and ten (10) month employees. Employees interested in applying for same will be responsible for submitting their application in writing to the personnel office within five (5) working days following the posting. All postings will be made within ten (10) working days after the

Superintendent has determined that a vacancy exists and that he/she intends to fill the vacancy, or fifteen (15) working days during summer recess.

2. It is understood that the above provision is not intended to give the Superintendent the authority to fill vacancies with substitutes or temporary employees beyond forty-five (45) workdays instead of using bargaining unit employees, unless an extension is mutually agreed upon by the Superintendent and OAPSE President.

B. Seniority, Work Record, Competency/Qualifications

The Chapter President will receive written notification of those people employed for posted positions.

C. New Positions

Any vacancies which occur from a newly created position shall be posted within ten (10) days of the occurrence according to Article VI of this Agreement and shall be filled within fifteen (15) working days by this Article.

D. Temporary Positions

1. Any temporary position, including positions temporarily vacated due to leave of absence, exceeding sixty (60) days shall be posted for bid.
2. The position of a successful bidder need not be posted and may be filled by substitute employees. Once the temporary position no longer exists, the successful bidder shall return to his/her former position.

E. Seniority and Bidding

Seniority shall accumulate from the date of employment and shall continue during all authorized leaves with or without pay. Group seniority for bidding purposes is the employee's date he/she started in his/her current group, only (current – at time the vacancy is posted).

F. Breaking Seniority

Seniority shall be broken and all rights of employment or reemployment terminated when an employee:

1. Quits or retires;
2. Is terminated; or
3. Exceeds an approved leave of absence.

G. Equal Qualifications

Employees may apply for any vacancy or newly created position in the school District. When a contracted employee applies for a vacancy, it is understood that if the employee is appointed/selected to the vacancy, the employee gives up his/her current position to accept the vacancy, unless the Board agrees otherwise. When, in the opinion of the Superintendent he/she finds all other considerations and the applicants' qualifications are relatively equal, an employee in the bargaining unit shall be appointed to any such vacancy.

When, in the opinion of the Superintendent he/she finds all other considerations and two (2) or more bargaining unit employee applicants' qualifications are relatively equal, he/she shall be considered in the following sequence:

1. Lateral transfer in a group;
2. Promotion within a specific group;
3. Transfer from other groups.

In the case of sequence 1 or 2, the opening/vacancy shall be awarded by virtue of group seniority in the employee's current group. If no one applies from sequence 1 or 2, sequence 3 will be awarded to the most senior employee (overall seniority) as defined in Article V, Section A.1., meeting the qualifications of the posted position.

H. Probationary Period

If the Board determines that an employee awarded a job under this procedure is unable to perform satisfactorily the duties of the new job within a period of forty-five (45) working days, he/she will be returned to his/her previous position. During the same forty-five (45) day period, the employee may, if he/she elects, return to his/her former job. If the employer determines that the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing by the employer with a copy to the Union.

I. Transferred or Promoted Employees

Employees transferring or promoting shall be placed on their new salary schedule with their years with the overall system.

**ARTICLE VII – LAYOFFS**

- A. If it becomes necessary to reduce the number of employees in a group due to lack of work or lack of funds, the following procedures will be followed.

1. In the event of a Reduction in Force, the Board will not utilize temporary workers to supplant any employees affected by the layoff. Temporary workers will be used only to supplement duties in present job classifications.
  2. Affected employees will be given at least twenty (20) days notice prior to the reduction. Within the twenty (20) day period, anyone choosing to bump must notify the Superintendent within three (3) days of receiving their notice. Reduction in the affected group shall be by the least senior employee(s) (using group seniority).
  3. Any employee(s) being reduced may bump into a previously held group into a position that they had previously held providing they are still qualified. They may bump anyone holding a position that has less group seniority than they have, with the same number of hours – or closest to the same number of hours if the same is not available – in that previously held group/position.
  4. Anyone bumped may likewise be permitted to bump, first within their current group, then in any previously held group/position.
- B. When a leave of absence is granted, an employee shall not lose his/her seniority rights. All leaves of absence shall be recorded at the Superintendent's office and copies of these records will be furnished to OAPSE, except that the term of the leave shall not be added to accumulated seniority.
- C. A regular employee under contract upon being laid-off due to the reduction in force, must leave his/her address with the Superintendent's office and in the event of recall the Superintendent's office shall notify each such employee when similar work is available. Notice will be sent to last known address. All employees laid-off must be called back in accordance with their group seniority. This also applies to recalls within the whole system. Openings occurring in a group where no layoff exists shall be offered to all laid off employees, if qualified. The recall right is for two (2) calendar years and failure of the employee to respond to the recall notice within fourteen (14) calendar days when called shall void all employees rights for reemployment.
- D. The service records of any employee working under this Agreement may be checked by the OAPSE President, Vice President or Chairman of the negotiating committee, with approval of the employee.

#### **ARTICLE VIII – TIME OFF FOR OAPSE BUSINESS**

- A. Officers or elected representatives shall be permitted time off when required to attend the annual OAPSE convention and other meetings as approved by the Administration. Such notice shall set forth the time and date which the employees must be off duty. Not more than two (2) people shall be excused at any one time by the Board for the time taken off to attend the approved meetings. The pay of the employee will not be docked for attendance at the convention. A personal day may be taken for attendance at approved meetings. Except as otherwise provided herein, employees will not be paid to conduct

other OAPSE business, such as negotiations or union meetings. If it is necessary to schedule a union meeting during the OAPSE President's shift, the OAPSE President shall be paid for up to three (3) union meetings of no more than two (2) hours each per school year. Payment for union meetings does not include negotiation meetings between the OAPSE and Board bargaining teams. Time may be made up as approved by the supervisor.

- B. An employee who has been elected or appointed as a full-time OAPSE representative and who is covered by this Agreement, may apply for an extended leave of absence exceeding three (3) calendar months, but not more than one (1) calendar year in order to engage in any work pertaining to the business of OAPSE. Such leave will be granted, provided however, that not more than one (1) employee will be granted such extended leave of absence and further provided that the Board is given ninety (90) days written notice of such request. An employee shall not be eligible for an extended leave of absence until he/she has completed one (1) full year of continuous service. Seniority shall accumulate for an employee when on leave-of-absence service as a full-time representative of OAPSE. Such leave of absence is without pay or expense.
- C. Any employee scheduled to work during the same time as an OAPSE meeting may attend said meeting. However, they must make up the time they are off work due to the meeting. The employee must notify a supervisor in advance of the request for change in working hours.

#### **ARTICLE IX – OVERTIME**

- A. Any employee working over 40 hours in one week shall be paid 1 ½ times the rate of the classification or duty that places them beyond the 40 hour threshold.
- B. Full time regular employees (eight (8) hour) shall be paid at the rate of time and one half (1 ½) for all hours in paid status eight (8) hours in one (1) day or over forty (40) hours in one (1) week.
- C. Unit members shall be guaranteed a minimum of one (1) hour's pay for all overtime and shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay.
- D. All overtime shall be approved through the Superintendent's or Treasurer's office, or by the employee's supervisor, before it is worked. All overtime worked shall be indicated in a separate area on each paycheck.
- E. In arranging any addition to the work schedule and overtime work, preference shall be given to employees in the particular classification, starting with full-time employees, to be followed by part-time employees, then substitute employees, then to any source available.

F. Food Service

1. All cafeteria workers working for organizations or banquets shall be paid overtime if required to work more than eight (8) hours in one (1) day or forty (40) hours in one (1) week.
2. The Food Service Manager shall have one (1) helper the day before school opening and the day after school closing. Any additional personnel must be approved by the Superintendent.

G. Transportation

Hours paid for nonproductive time will not be included in the 40 hour threshold for overtime purposes. Such nonproductive time will include but not be limited to, the "down time" between bus routes and "sit time" during extra trips.

H. Custodial

1. For the purposes of the distribution of overtime only, overtime in each of the buildings shall be offered to those custodians in order of seniority at that building in which the overtime will occur on a continuous rotating basis, unless easily covered by an extension of a current shift. If the same building custodians refuse the offer of overtime, the overtime work shall be offered to all remaining bargaining unit custodians in order of seniority.
2. The maintenance/custodian position shift may be changed by the Superintendent to alleviate overtime needs.

**ARTICLE X – NEW JOBS**

- A. It is recognized that changing conditions may require the establishment of new jobs not in existence at the time this Agreement was executed. OAPSE shall be given written notification of the newly created position along with a job description, rate of pay, and qualifications. During a trial period not to exceed thirty (30) days, OAPSE may file a complaint, alleging an inequity with respect to any such qualifications or wage rate. If a complaint is not filed within the thirty (30) day period, the rate, job description and qualifications shall be considered satisfactory.
- B. When an employee is required to work another job paying a higher rate, he/she will receive that rate for such job after working in the position for five (5) consecutive workdays.
- C. In making temporary assignments of employees to other than their regular work, if an employee objects to taking the assignment, the supervisor may assign another person and discuss the matter with a representative from OAPSE before requiring the employee to take the assignment. However, if there is not sufficient time for such discussion, the

employee will accept the assignment and the discussion with the OAPSE representative will be held as soon as possible.

### **ARTICLE XI – PREMIUM PAY**

- A. Any employee called in for emergency work outside of his/her regular hours shall receive a minimum of one (1) hour's pay.
- B. All full-time employees working at night shall receive a Sixty Cents (\$.60) per hour night bonus.
- C. Nine (9) month employees may be permitted to receive their pay on a twenty-six (26) pay plan by choice of the employees provided notice is given to the Treasurer's office by August 1. All employees desiring to participate in the health insurance plan will be required to be paid over twenty-six (26) pays. The Board may require all employees to receive their paychecks via direct deposit and/or their check stub information via electronic correspondence (email). The Board will make available email addresses to all employees.

- D. Severance

The Board shall pay to each employee retiring with ten (10) years active service in the Chippewa Local School System twenty-five percent (25%) of remaining sick leave days at the retiree's per diem rate on the date of actual retirement with a maximum payment of seventy-one (71) days.

### **ARTICLE XII – SAFETY AND WELFARE**

- A. Physicals

The Board shall assume the cost of the required physical examination and x-ray for each of the bus drivers each year before school starts. The driver shall report to the doctor, at the appointed time and place as designated by the Administration. Failure to make the appointment will make the driver responsible for any additional cost, to be paid with the first check after the employee has submitted the bill. (Maximum Forty-Five Dollars (\$45.00) for a physical.)

- B. Occupational Injury

- 1. Any employee who sustains an occupational injury during the course of employment, who is unable to continue on his/her regular job, but does not lose any time from work, and it is determined feasible by his/her doctor that he/she be temporarily transferred to light work or other suitable work for a short period of time, that such transfer will be without a reduction on his/her regular rate. Such temporary assignments shall be limited to a period of thirty (30) calendar days.

2. The Board will continue to pay all insurance costs for any employee injured on the job and receiving workers' compensation for a maximum of three (3) months for nine (9) and ten (10) month employees and four (4) months for eleven (11) and twelve (12) month employees. Exception: Unsafe work practice defined as the misuse or failure to use appropriate equipment.

C. Uniforms

1. The Board shall provide an allowance for uniforms (style and color of shirts, pants and shoes as approved by the Superintendent) not to exceed a total of One Hundred Forty Dollars (\$140.00) per year for the following job positions:

Lead Janitor  
Janitor  
Maintenance Worker  
Assistant Maintenance/Custodian  
Cafeteria Worker  
Assistant Mechanic  
Lawns/Groundskeeper

The employee can use the One Hundred Forty Dollars (\$140.00) reimbursement for uniforms, coveralls, and/or shoes.

The mechanic may continue to use a uniform service for which the Board shall pay up to Six Hundred Dollars (\$600.00) per year, or the mechanic may annually elect to be reimbursed up to Six Hundred Dollars (\$600.00) per year for uniform costs.

**ARTICLE XIII – BULLETIN BOARDS**

The Board will provide space for a bulletin board at each building and at the bus garage for the posting of notices pertaining to OAPSE and its members. Notices posted other than notices of meetings will be subject to the approval of the Administration.

**ARTICLE XIV – VACATIONS**

- A. All bargaining unit members that transfer/bid to a position where they are eligible for vacation shall be credited with their continuous service from their original date of hire for calculating amount of weeks of vacation.
- B. A vacation of two (2) weeks will be granted to each regular full-time eleven (11) and twelve (12) month employee with one (1) year but less than six (6) years continuous service.

- C. A vacation of three (3) weeks will be granted to each regular full-time eleven (11) and twelve (12) month employee who have six (6) but less than thirteen (13) years of continuous service.
- D. A vacation of four (4) weeks will be granted to each regular full-time eleven (11) and twelve (12) month employee who has thirteen (13) years or more of continuous service, except that employees hired after July 1, 2011, are not eligible for four (4) weeks of vacation until attaining fifteen (15) years of continuous service.
- E. When an employee has earned vacation time, the employee shall be permitted to take one (1) week during the school year, except that only one (1) employee may be off at the same time while school is in session. Vacations are scheduled and approved on the basis of seniority if such request is received six months prior to the requested date of use. Otherwise, vacation requests are scheduled and approved on a first come, first served basis. Janitors may take up to two (2) weeks off during the school year; no more than one (1) may be off per building at the same time. In addition, any employee with at least two (2) weeks of vacation may take one (1) week of vacation a day at a time with approval of the Superintendent. The employee must provide written notice at least five (5) days before the day the employee wishes to take the day of vacation.
- F. Vacation requests may be made after May 1 and may be taken after accrued. The cut off date for taking all vacation is January 1 of the following school year.
- G. Employees who have earned four weeks of vacation per year may sell back to the district one or two weeks of vacation per year.

## ARTICLE XV – INSURANCE

- A. Effective on the signing of this Agreement the Board agrees to provide a policy of group hospitalization and surgical benefits insurance including medical and major medical coverage for employees and their family dependents who are eligible for and elect such coverage.

- B. Health Insurance and Major Medical

- 1. Health Insurance

For all members of the bargaining unit working a contracted six (6) hours or more, the Board shall pay 88.3% of the premium for single and family coverage at the selection of the employee for the Medical Mutual SuperMed Plus high level benefit plan or equivalent of 365-day hospitalization coverage with general benefits described below. Effective July 1, 2012, the Board will pay 86.65% of the premium. Effective July 1, 2013, the Board will pay 85% of the premium.

In addition, employees who were working for the Chippewa Local School District during the 2006-07 school year and were employed during the life of this contract (July 1, 2011 to June 30, 2014) and were covered by the insurance plan in force

during the school year 2006-07 will be able to purchase insurance at the same rate of premium sharing.

For those employees employed and made eligible after 7/1/06, the employee will pay for the individual or family premium at the prorated percentages below based on the contracted hours per day.

4 hours/day to 5.9 hours/day	100.00%
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2. Major Medical Insurance

For all members of the bargaining unit working a contracted six (6) hours or more per day, the Board shall provide major medical insurance with deductibles, co-insurance percentages, and out-of-pocket maximums covered by up-front deductibles defined below with a lifetime maximum of \$1,000,000 per person.

In addition, employees who were working for the Chippewa Local School District during the 2006-07 school year and were employed during the life of this contract (July 1, 2011 to June 30, 2014) and were covered by the insurance plan in force during the school year 2006-07 will be able to purchase insurance at the same rate of premium sharing.

For those employees employed and made eligible after 7/1/06, the employee will pay for the individual or family premium at the prorated percentages below based on the contracted hours per day.

4 hours/day to 5.9 hours/day	100.00 %
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3. Deductibles

There shall be a maximum One Hundred Dollars (\$100.00) per person per calendar year but not more than Two Hundred Dollars (\$200.00) per family per calendar year deductible for those utilizing the Medical Mutual SuperMed Plus. There shall be a maximum Two Hundred Fifty Dollars (\$250.00) per person per calendar year but not more than Five Hundred Dollars (\$500.00) per family per calendar year deductible for those not utilizing Medical Mutual SuperMed Plus.

4. Co-insurance

Co-insurance will be 80% paid by insurance and 20% paid by the employee effective 7/1/07, with a maximum calendar year employee out-of-pocket expense defined below per calendar year for those utilizing the Medical Mutual SuperMed Plus. Co-insurance will be 60% paid by insurance and 40% paid by the employee effective 7/1/07, with a maximum calendar year employee out-of-pocket expense defined below per calendar year for those not utilizing the Medical Mutual SuperMed Plus.

Out of Pocket Maximums:

Single Coverage Network	\$1,250
Family Coverage Network	\$2,500
Single Coverage Out of Network	\$2,250
Family Coverage Out of Network	\$4,500

During the life of the contract, Chippewa Local School District will apply a spousal surcharge of Six Hundred Dollars (\$600) per year for those employees whose spouse can enroll in benefits through their own employer, but decline or waive that coverage and choose to take advantage of the Chippewa Local School District benefit plan. Employees must notify the Board of Education annually (by July 1st) of their insurance status. Employees must notify the District Treasurer of any changes that occur during the year and provide employer verification of spouses' employment and/or eligibility/ineligibility for insurance. The annual amount will be prorated monthly due to mid-year changes. This article shall include but not be limited to self employed spouses, independent contractors/subcontractor spouses, and/or those spouses eligible for coverage as a retiree.

5. General Benefits

- a. Hospital, Room & Board – 365 days semi-private room rate per period of confinement.
- b. Skilled Nursing Facility – Major Medical – Requires Physician's plan of treatment.
- c. Inpatient Alcohol/Substance Abuse Facility – covered the same as any other illness.
- d. Home Health Care Services – U.C.R. charges for professional nursing services; physical, occupational and speech therapy; medical/surgical supplies, prescription drugs, oxygen supplies/administration; medical/social and health aide services; kidney dialysis.
- e. Outpatient Accident Benefit – U.C.R. charges for initial treatment received within seventy-two (72) hours of an accident. Accident to teeth covered under Major Medical.
- f. Outpatient Medical – Major Medical.
- g. Diagnostic X-Ray and Laboratory – U.C.R. charges; includes one EKG, chest x-ray, SMA-12, urinalysis and complete blood count per year done as part of annual physical exam. Allergy testing covered under Major Medical. U.C.R. charges for routine pap tests, mammograms, or prostate examinations one (1) limited to the first such test in each calendar year.

- h. Inpatient Physician Benefit – U.C.R. charges for up to 365 visits per period of confinement.
- i. Inpatient Consultation Benefit – U.C.R. charges.
- j. Surgery Benefit – U.C.R. charges (Mandatory Second Surgical Opinion). Routine foot care excluded. Accidents to teeth and removal of bony impactions covered under Major Medical.
- k. Assistant Surgery Benefit – U.C.R. charges for covered surgical procedures.
- l. Anesthesia Benefit – U.C.R. charges for covered surgical procedures.
- m. Ambulance Benefit – Major Medical including non-local transportation to nearest hospital qualified to provide specialized care not available locally.
- n. Physician Benefit – Surgical, technical surgical assistance, obstetrical, Emergency First Aid, supplemental Accident Expense, and Medical Emergency services.
- o. Inpatient Newborn Care – U.C.R. charges for first routine inpatient visit by a physician other than the delivering physician. Treatment for disease/illness covered under Inpatient Physician Benefit.
- p. Radiotherapy/Chemotherapy – U.C.R. charges.
- q. Physical Therapy – U.C.R. charges for up to ten (10) visits per calendar year.
- r. Outpatient Mental/Nervous Treatment -- \$1,000 Maximum benefit per person per calendar year.
- s. Outpatient Alcoholic/Substance Abuse Treatment -- \$1,000 Maximum benefit per person per calendar year.
- t. Major Medical – Covers services which are medically necessary and charges which are reasonable for many services and supplies not covered by hospitalization and physician (health) insurance. Some examples are:
  - 1) Physician's home and office calls.
  - 2) Physicians' services for surgery and anesthesia administration.
  - 3) Private-duty nursing by a registered nurse at home or in a hospital when medical necessary. The care must not be custodial in nature.

- 4) In-hospital private duty nursing by a licensed practical nurse when medically necessary. The care must not be custodial in nature.
  - 5) Blood transfusions, including blood and blood plasma to the extent it is not replaced.
  - 6) Other hospital services and supplies require inpatient or outpatient treatment.
  - 7) Diagnostic x-ray and laboratory exams.
  - 8) Services and supplies for pregnancy for the employee and eligible dependents.
  - 9) Certain appliances, braces, crutches, and other medical equipment as prescribed by physician.
  - 10) Services of a licensed physical therapist when certified by the attending physician.
  - 11) Oxygen, dressings, colostomy bags, and other medical supplies.
  - 12) Ambulance.
  - 13) Treatment for alcoholism, drug addiction or mental or nervous disorders.
  - 14) Outpatient psychiatric is limited to \$2,000 per person per calendar year at the rate of 50% co-insurance.
  - 15) Chiropractic services are paid up to \$1,000 per person per calendar year.
  - 16) Podiatry services are paid up to \$500 per person per calendar year.
  - 17) Hospital care is paid up to 180 days per lifetime.
- u. These general benefits are intended to be illustrative in nature and not all inclusive.

6. Exclusions

a. Hospitalization Benefits

- 1) Weekend hospital admissions, unless need is documented by attending physician.

- 2) Inpatient hospitalization principally for observation or diagnostic evaluation.
- 3) Services for convalescent or custodial care.
- 4) Care for occupational injury or disease covered by Workers' Compensation.
- 5) Services in local, state, or federal governmental institution otherwise paid for by the government.
- 6) Services which are not needed to diagnose or treat the patient's illness or condition.
- 7) Diagnostic test or procedures which are part of a routine check-up, examination, or test.
- 8) Skilled nursing facility care of senile deterioration, mental deficiency, or retardation.
- 9) Drugs or appliances taken home.
- 10) Personal services such as television rental, telephones, barber services, or guest meals.

b. Physician Benefits

- 1) Care or services for occupational injury or disease to the extent payment is available under Workers' Compensation.
- 2) Medicines, drugs, appliances, or supplies.
- 3) Well baby care.
- 4) Cosmetic surgery, except services performed to improve a body function, treat a scar caused by an injury or surgery to correct a birth defect.
- 5) Work in connection with routine physicals, except as provided in General Benefits (5.g.).
- 6) Proctoscopies and anoscopies when part of a routine physical.
- 7) Care of feet, except surgery.
- 8) Office or house calls.

- 9) Dental services except the initial first aid services as a result of an injury.
- 10) Custodial care.
- 11) Services which are covered under the hospitalization program.
- 12) Services rendered primarily for training or educational purposes.
- 13) Self-administered services.
- 14) Services directed toward self-enhancement.

c. Major Medical Supplemental Benefits

- 1) Care or services for occupational injury or disease to the extent payment is available under Workers' Compensation.
- 2) Services in local, state, or federal governmental institution otherwise paid for by the government.
- 3) Services rendered solely for cosmetic purposes, except for an accidental injury and services performed to improve a body function, treat a scar caused by an injury or surgery to correct a birth defect and dental services that are covered under Major Medical.
- 4) Eyeglasses or hearing aids, or the examination for their prescription or fitting, except due to and an accidental injury occurring while coverage is in effect.
- 5) Routine foot care and removal of corns, calluses, toenails, or subcutaneous tissue except to the extent covered under paragraph 5.t.(17) above.
- 6) Charges in excess of usual, customary, and reasonable (UCR).
- 7) Custodial or medically unnecessary care.
- 8) Non-prescription or over-the-counter drugs and vitamins.

7. Dependent Eligibility

Eligible dependents include spouse, dependent child(ren) from birth to age 23 (who are unmarried, not employed on a regular full-time basis and dependent on the employee for support), and unmarried dependent children of any age who is/are incapable of self-support due to a physical or mental handicap which arose prior to attainment of age 23. Dependent eligibility will be covered from birth to

age 26 for all children born prior to 7/1/2006 to those employees employed prior to 7/1/2006. Coverage of dependent children will require all four attributes for eligibility regardless of age of child or date of employee hire.

C. Dental Insurance

1. The Board will provide a dental insurance plan covering all employees and their eligible dependents. This plan will be designated to provide benefits to that currently provided (January 1, 2000) with the following exception: Restoration Type III claims will be paid at 60% of UCR without maximums. All other type coverage – same. Should more than one member of a family be employed by the Board in this District, it will be only required to pay premiums on one of the employees, provided the other employee(s) is considered an eligible dependent of the covered employee. For the 2011/2012 year, the Board will pay ninety percent (90%) of the premium due with the balance to be paid by the covered employee by means of payroll deduction. Effective July 1, 2012, the Board will pay 86.65% of the premium. Effective July 1, 2013, the Board will pay eighty-five percent (85%) of the premium.
2. All regular contract employees who work four (4) hours or more per day-including bus drivers who drive three and one-half (3 ½) hours per day-are eligible for dental insurance coverage.

D. Life Insurance

The Board will pay 100% of Thirty Thousand Dollars (\$30,000) life insurance for all regular full-time employees if six (6) hours or more. The Board will pay 100% of Fifteen Thousand Dollars (\$15,000) life insurance for all contracted part-time employees of four (4) hours up to but not including six (6) hours.

E. Prescription Drug Insurance

For all members of the bargaining unit working a contracted six (6) hours or more per day, the Board will pay 88.3% of the premium for single and family coverage of a card type prescription drug insurance. Effective July 1, 2012, the Board will pay 86.65% of the premium. Effective July 1, 2013, the Board will pay 85% of the premium.

In addition, employees who were working for the Chippewa Local School District during the 2006-07 school year and were employed during the life of this contract (July 1, 2011 to June 30, 2014) and were covered by the insurance plan in force during the school year 2006-07 will be able to purchase insurance at the same rate of premium sharing.

For those employees employed and made eligible after 7/1/06, the employee will pay for the individual or family premium at the prorated percentages below based on the contracted hours per day.

4 hours/day to 5.9 hours/day	100.00 %
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The payment limit for claims shall be eighty percent (80%) effective 7/1/07 for generic drug prescriptions, and seventy-five percent (75%) effective 7/1/07 for legend drug prescriptions. If no generic drug is available or for some medical reason the attending physician requires a legend drug, the deductible shall be paid at the generic rate. Maintenance type drugs will require the use of a mail order system for utilization of this coverage when such system is available.

## ARTICLE XVI – HOLIDAYS

### A. Holidays

1. All eleven (11) and twelve (12) month employees shall receive eleven (11) paid holidays per year:
  - a. New Years Day
  - b. Martin Luther King Day
  - c. Memorial Day
  - d. Independence Day
  - e. Labor Day
  - f. Thanksgiving Day
  - g. Day after Thanksgiving
  - h. Christmas Day
  - i. Good Friday
  - j. Christmas Eve Day
  - k. New Years Eve Day
  
2. All regular non-teaching school employees are entitled to a minimum of the following holidays for which they shall be paid their regular rate of pay provided each such employee actually worked or accrued earnings or was properly excused on his/her next preceding and his/her next following scheduled work day before and after such holiday.
  - a. New Years Day
  - b. Martin Luther King Day
  - c. Memorial Day
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Christmas Day

### B. Calamity Days

1. During calamity days, twelve (12) month employees may be required to work as directed by the Superintendent or Maintenance Supervisor. On such days the employee shall be paid fifty (50) percent more than the hourly rate for the actual hours worked. This is effective for the first five (5) calamity days.

2. All twelve month employees will report to work at the regular rate of pay for all calamity days exceeding five (5).

## ARTICLE XVII – LEAVES OF ABSENCE

### A. Sick Leave

1. Accumulated Sick Days: Classified employees in the Chippewa Local School District accumulate sick leave at the rate of one and one-fourth (1 ¼) days per month to a maximum of two hundred eighty-one (281) days July 1, 2011; two hundred eighty-two (282) days July 1, 2012; and two hundred eight-three (283) days July 1, 2013.
2. The Board of Education shall allow its full-time employees an advance of five (5) days of sick leave which has not yet actually been earned.
3. Sick Leave shall be granted to each non-certified employee for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and illness or death in the employee's immediate family. Sick leave may also be used to attend the funeral of an employee's aunt or uncle or the funeral of the aunt or uncle of the employee's spouse for a maximum of two (2) days. A doctor's note/release will be required for any consecutive days beyond three (3).
4. Immediate family, for the purpose of this Agreement, shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchildren, father/mother-in-law, son/daughter-in-law, brother/sister-in-law, legal guardian or foster or stepchildren, stepparents or any relative living under the same roof as the employee.
5. Any unused personal leave days shall be added to the employee's accumulated sick leave, but not to exceed the maximum allowable under this Section.

### B. Personal Days

1. Each employee shall be entitled to three (3) days of personal leave per school year with pay. However, no employee will be permitted to utilize such leave time to extend a holiday, or on the first or last day of school, unless written permission is given by the Superintendent or his/her designee. No more than ten percent (10%) of the non-teaching employees in any building in the District may be on personal leave at the same time unless written permissions is given by the Superintendent or his/her designee. Fractions shall be rounded up to the next whole number of employees (i.e., 10% of 15 = 1.5 rounded to 2).
2. Notice of intent to use personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In cases of emergencies, the form shall be completed upon return of the employee.

C. Jury Duty Leave

1. When a regular employee covered by this agreement serves as a juror during days when he/she is scheduled to work, he/she shall be paid by the Board the difference between his pay as a juror and a full day's pay at his/her regular rate for each day so served, and which will include the interview date when properly verified. Employees excused as provided for above shall be excused from work for the entire workday and shall not be asked to report for work any part of the day during any excused absence.
2. To qualify for above jury duty pay, the employee must upon receipt of notice, immediately notify his supervisor or the Superintendent's office that he/she has received a jury summons.

D. Professional and Medical Leave

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

E. Assault Leave

1. A member of the bargaining unit who is absent due to disability resulting from an unprovoked attack upon said member which assault occurs in the course of said member's employment will be granted up to twenty (20) working days assault leave.
2. Assault leave will not be granted under this policy unless the employee in question:
  - a. Has a signed, written statement providing reasonable justification for the granting and rise of assault leave.
  - b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

F. Maternity/Paternity/Adoption Leave

1. Notification
  - a. An employee who is entitled to the Maternity/Paternity/Adoption Leave must notify the Superintendent in writing at least thirty (30) days before the commencement of the leave. In an emergency situation, the employee shall notify the Superintendent as far in advance as possible.

- b. The duration of said leave shall be for the remainder of the school year or semester or for an entire school year.
  - c. Any employee on Maternity/Paternity/Adoption Leave upon written request shall be reinstated at the beginning of a school year, or at the semester. This written notification shall be given to the Superintendent prior to July 10.
2. A classified employee who is pregnant shall be entitled upon written request to an unpaid leave of absence not to exceed one (1) year. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires.
  3. A male employee will be entitled upon written request to a leave of absence for one (1) year between the time of the birth of a child to his wife and one (1) year thereafter.
  4. A classified employee adopting a child will be entitled upon written request to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary in order to fulfill the requirements for adoption. The leave is not to exceed a total of one (1) year.
  5. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the total premium(s) (100%) by the employee. Said premium(s) will be payable by the fifteenth day of each month to the office of the Treasurer.

G. Return from Leave

All authorized Professional and Medical Leaves, Assault Leaves, and Maternity/Paternity/Adoption Leaves shall not constitute a break in the employee's continuous service with the Board. Employees on such leave shall continue to accrue seniority and shall be credited with such upon return to active employment. Upon return to work from such an approved leave, the employee shall be assigned to the same position or a comparable position within the employee's classification held prior to the leave.

**ARTICLE XVIII – PAYROLL DEDUCTIONS**

- A. The Board shall deduct the periodic dues, initiation fees, and assessments of Union members, Voluntary Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.) deductions, and shall deduct a fair share fee (in the manner described in B., C., D., and E. below) from all non-members of the Union equal to Union and affiliate dues, fees, and assessments. Such payroll deduction of dues, etc. shall be made equally from all pays starting with the first pay in September, if the Union Treasurer submits the names and amount to be deducted for each person not later than the first week of September of each year along with signed authorization cards from the members and copies of Union notification letters to each non-member.

- B. Bargaining unit members who do not elect to become members of the Union within sixty (60) days following his/her initial day of actual work, shall be required to pay the Union the fair share fee.
- C. It shall be the responsibility of the Union to prescribe an internal rebate procedure of monies spent on political or ideological matters, opposed by the fair share fee payor.
- D. The Union agrees to indemnify and save the Board harmless against any judgment, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee Section. For purposes of this Section, the term "Board" includes the Board of Education of the Chippewa Local School District, its members, the Treasurer, Superintendent, and all members of the Administrative staff.
- E. The deductions shall be made equally in eighteen (18) deductions starting in September of each year and ending in May.
- F. The Treasurer of the District shall forward to the OAPSE State Treasurer, the amount deducted for State dues along with a complete description and a copy sent to the local chapter treasurer.

## ARTICLE XIX – TRANSPORTATION

### A. Extra Trips

1. The names of contracted drivers full, half time, or HANDICAP shall be posted on the trip board at the bus garage in order of seniority. Bus drivers shall have the opportunity to sign up for an extra trip on a seniority basis. Trips will be offered beginning each year with the most senior driver and only if their name is found on the trip board. Trips will be offered to the next most senior driver on the trip board as each trip comes in. In the case that the next most senior driver on the trip board refuses the trip that is offered, then that trip will then be offered to ALL drivers and shall be awarded to the MOST senior driver that signs up for the trip.
2. Trips shall be posted in numerical order three (3) days prior to the date of the trip. If a trip comes in to the bus garage with less than 72 hours but more than 24 hours notice and school will not be in session, an attempt to contact drivers via telephone beginning with the most senior driver each time shall be made. If a trip comes in with less than 24 hours notice, it can be given to any contracted driver or assigned to any substitute driver.
3. If no driver signs up for an extra trip, the supervisor has the option of using a substitute.
4. Trips that leave between 2:00 p.m. and 4:00 p.m. will not be placed on the trip board and will be assigned to available regular drivers according to seniority if

otherwise not scheduled, then to a substitute driver. Trips leaving before 9:00 a.m. are excluded from the trip board.

5. Driver Rate (effective July 1, 1995): Drivers shall be paid their regular hourly rate of pay for up to the first two (2) hours. For any trip exceeding two (2) hours, the driver will receive Eight Dollars and Fifty Cents (\$8.50) an hour for all other hours after the first two (2).
- B. The supervisor will be responsible for providing extra trip tickets to the drivers of each bus on the trip, at the time of departure from the bus garage. Two trip tickets will be provided for any extra trip where the duties are to be divided for notification purposes (i.e., A-drop off, B-pick up).
- C. When payment is made to drivers for extra trips, the check stub will include the trip ticket number.
- D. The transportation supervisor shall be responsible for keeping all drivers informed as to all rules and law changes as per: The Pupil Transportation Laws of Ohio.
- E. All drivers will be paid "as needed." (As needed is defined as actual drive time plus pre-trip inspection time.)
- F. Prior to the end of each school year, drivers who are interested in extra-duty summer work involving transportation (e.g., bus cleaning, repair trips, extracurricular trips) shall so indicate by placing their names on a summer work roster. Any work assignments shall be offered to drivers on the roster in order of seniority with most senior asked first.
- G. Extra job assignments, other than posted extra trips, in the transportation area, that are made during the school year shall be offered to available regular drivers in order of seniority (most senior first) before being offered to substitutes.
- H. When a regular driver is present to drive his/her regular assigned route, he/she shall not be moved from his/her route to drive another route.
- I. The Board of Education and the employees of the District will comply with alcohol and drug testing requirements in accordance with O.R.C. 3319.081. The Board will post the relevant section of the law and policies regarding drug testing in the bus garage. Employees chosen for drug testing will receive two hours wages for the time needed at the "down time" rate. (Article XIX, A.5)

#### **ARTICLE XX – EXTENDED SUMMER EMPLOYMENT**

- A. Extended School Year – All employees in assigned classifications who are requested to work additional days in area of classification. Salary: Same as they would be on present contract.

- B. Casual Summer Help – Employees who are requested to work in areas outside of their classification are to fill in for vacation days or to handle additional summer duties.
- C. Members of OAPSE who wish to work in casual summer help must place their name on a list by April 30<sup>th</sup> of each year for possible summer employment for a maximum of five (5) weeks. Salary: Step 0 of classification area in which person will be working.

### **ARTICLE XXI – SPECIAL ISSUES**

A. Special Training

If at any time any job through the system is upgraded, either by Board or the State Code, to the extent that it requires special schooling, recertification, background checks, testing or training, the Board will reimburse up to a maximum of Fifty Dollars (\$50.00) to the employee per the term of this contract. Any employee(s) that has not been reimbursed for the cost of any of the items listed above shall be reimbursed. This will only apply to any of the items above having taken place since November of 2007.

B. Boiler's License

All employees holding a low-pressure boiler operator's license shall be paid an additional One Hundred Dollars (\$100.00) per year if the license is required for the position.

C. Professional Workshops

1. In the event an employee wishes to attend a professional workshop, clinic, convention, a two (2) day absence per school year will be granted by the Board without loss of pay.
2. In cases of requests involving expenses to be paid (in addition to substitute pay) or additional days, approval must be obtained from the Board.
3. No more than two (2) employees will be permitted to attend the same conference without Board approval.
4. Requests for attendance at professional meetings shall be submitted on the proper form to the building Principal for approval. No employee's request will be denied except for bona fide business reasons, scheduling conflicts, etc.

### **ARTICLE XXII – JOB DESCRIPTION**

- A. All employees in the bargaining unit shall be furnished with a copy of their job description at the time of their employment.

- B. Changes to or enactment of job descriptions will be discussed with the Union who shall have the opportunity to bargain in the areas which affect wages, hours and terms and conditions of employment.

### **ARTICLE XXIII – DISCIPLINARY PROCEDURE**

The Board of Education has a right to discipline an employee for just cause. If the employee objects, he/she may request a hearing in writing. The employee may have an association representative of his/her choice present if he/she so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The hearing shall be held within five (5) working days of the receipt of the written request for a hearing. The employee must sign the statement acknowledging receipt of the statement and the date received. Any disciplinary action may be appealed directly to level three (3) of the grievance procedure. The parties agree that all discipline should be corrective in nature. The parties further agree that some instances that may be so severe that they may warrant the immediate termination of an employee. All discipline that is more than thirty-six (36) months old shall not be considered in the application of corrective discipline.

### **ARTICLE XXIV – STUDENT TUITION WAIVER**

The Board of Education will waive any tuition of non-resident children of employees in the bargaining unit who attend Chippewa Local Schools.

### **ARTICLE XXV – WAGE RATE SCHEDULES**

The Board proposes to increase wages for all members of the bargaining unit by zero percent (0%) July 1, 2011; one-half percent (.5%) July 1, 2012; and one-half percent (.5%) July 1, 2013.

If Ohio law changes and lowers the Board contribution to SERS from fourteen percent (14%) to twelve percent (12%) and increases the employee contribution from ten percent (10%) to twelve percent (12%), the Board will increase the wage rates by two percent (2%) effective as of first wage period that the changed SERS contribution rates take effect.

### **ARTICLE XXVI – UNION RIGHTS**

- A. The Union shall have the right to use the inter-school mail/email for the purpose of communicating with bargaining unit members.
- B. The Union shall have the right to hold meetings on school property at no charge to the Union.
- C. The Union President shall be provided with notices of Board Meetings, copies of that meeting's agenda, and copies of the Board's Minutes at no charge.

- D. If neither party proposed a change to an Article or Section during negotiations, it will be understood and agreed that the language shall remain unchanged.

### **ARTICLE XVII – PERSONNEL FILES**

An employee shall have the right to review the contents of his/her personnel file upon reasonable request.

Each employee shall have a copy of any material placed in his/her personnel file except confidential employment information. Each employee shall have thirty (30) days after the receipt of a copy of the material to be placed in his/her file to attach any statement or response to the material. An employee shall have the right to file a rebuttal of one hundred (100) words or less to dispute information in his/her file, which shall be attached to such disputed information.

**ARTICLE XXVIII – DURATION AND INTENT OF AGREEMENT**

- A. This Agreement shall be effective July 1, 2011 and continue through June 30, 2014.
- B. This Agreement replaces all previously negotiated agreements and shall represent all employee rights, privileges and benefits granted by the employer to its employees and unless specifically set forth in this Agreement, all practices and benefits previously granted are no longer in effect.
- C. The Board agrees that all non-certified contracts shall include the following:
  - 1. The number of holidays;
  - 2. The number of hours to be worked each day; and
  - 3. The yearly salary or a given hourly rate.
- D. This Agreement has been ratified by both parties and shall be effective through June 30, 2014.

For the Union:

*Vicky DeLuca*  
Union President

*Deborah Schanzle*  
Negotiator

*Mark Hancock*  
Negotiator

*Christine Schaffert*  
Negotiator

*Ben Burk*  
Negotiator

9/16/2011  
Date

For the Board

*Denise K. Edinger*  
Board President

*Paul Higgins*  
Negotiator

*Jeanne Perr*  
Negotiator

*[Signature]*  
Negotiator

*Judy Kelly*  
Negotiator

\_\_\_\_\_  
Date

**CHIPPEWA LOCAL SCHOOL DISTRICT  
2011-2012 CLASSIFIED EMPLOYEE WAGE RATE SCHEDULE**

Exp.	Lead Janitor (260 days)	Janitor (260 days)	Maintenance (260 days)	Secretary	Librarian (201 days)	Secretary Assistant (186 days)	Cafeteria Worker (184 days)	Teacher Aide (186 days)	Bus Driver (184 days)	Mechanic	Assistant Mechanic	Lawn/Grounds	Educational Instructor
0	15.04	13.48	18.50	13.21	13.15	12.87	12.25	12.55	16.89	18.74	15.69	11.42	15.31
1	15.33	13.71	18.76	13.48	13.39	13.15	12.55	12.82	17.16	18.98	15.96	11.56	15.64
2	15.59	14.02	19.04	13.74	13.66	13.39	12.82	13.07	17.43	19.24	16.24	11.74	15.94
3	15.88	14.22	19.29	14.02	13.94	13.66	13.07	13.32	17.67	19.54	16.49	11.88	16.25
4	16.08	14.50	19.56	14.28	14.19	13.94	13.32	13.62	17.94	19.78	16.76	12.04	16.62
5	16.41	14.83	19.82	14.55	14.45	14.19	13.62	13.85	18.17	20.04	17.00	12.21	16.89
6	16.63	15.04	20.05	14.78	14.74	14.45	13.85	14.12	18.43	20.28	17.27	12.38	17.22
7	16.91	15.33	20.34	15.05	14.93	14.74	14.12	14.44	18.74	20.53	17.58	12.53	17.61
8	17.15	15.59	20.59	15.36	15.25	14.93	14.44	14.62	18.92	20.86	17.77	12.70	17.83
9	17.43	15.88	20.85	15.55	15.53	15.25	14.62	14.92	19.21	21.11	18.07	12.87	18.20
10	17.73	16.08	21.13	15.84	15.73	15.53	14.92	15.19	19.51	21.42	18.37	13.04	18.53
11	17.94	16.41	21.38	16.12	16.00	15.73	15.19	15.43	19.70	21.66	18.57	13.21	18.82
12	18.26	16.63	21.64	16.39	16.30	16.00	15.43	15.69	19.96	21.89	18.84	13.39	19.14
13	18.53	16.91	21.85	16.68	16.57	16.30	15.69	15.98	20.22	22.19	19.10	13.56	19.49
14	18.81	17.15	22.13	16.91	16.83	16.57	15.98	16.25	20.50	22.48	19.39	13.75	19.82
15	18.81	17.15	22.13	16.91	16.83	16.57	15.98	16.25	20.50	22.48	19.39	13.75	19.82
16	18.81	17.15	22.13	16.91	16.83	16.57	15.98	16.25	20.50	22.48	19.39	13.75	19.82
17	18.81	17.15	22.13	16.91	16.83	16.57	15.98	16.25	20.50	22.48	19.39	13.75	19.82
18	18.81	17.15	22.13	16.91	16.83	16.57	15.98	16.25	20.50	22.48	19.39	13.75	19.82
19	18.81	17.15	22.13	16.91	16.83	16.57	15.98	16.25	20.50	22.48	19.39	13.75	19.82
20	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
21	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
22	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
23	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
24	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
25	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
26	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
27	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.00
28	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
29	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10
30	19.03	17.38	22.35	17.14	17.07	16.79	16.21	16.48	20.72	22.70	19.62	13.98	20.10

Night Janitor Bonus - + \$.60 hour      Substitute Rate – Step 0 minus \$1.00

**CHIPPEWA LOCAL SCHOOL DISTRICT  
2012-2013 CLASSIFIED EMPLOYEE WAGE RATE SCHEDULE**

Exp.	Lead Janitor (260 days)	Janitor (260 days)	Maintenance (260 days)	Secretary	Librarian (201 days)	Secretary Assistant (186 days)	Cafeteria Worker (184 days)	Teacher Aide (186 days)	Bus Driver (184 days)	Mechanic	Assistant Mechanic	Lawn/ Grounds	Educational Instructor
0	15.12	13.55	18.59	13.28	13.22	12.93	12.31	12.61	16.97	18.83	15.77	11.48	15.39
1	15.41	13.78	18.85	13.55	13.46	13.22	12.61	12.88	17.25	19.07	16.04	11.62	15.72
2	15.67	14.09	19.14	13.81	13.73	13.46	12.88	13.14	17.52	19.34	16.32	11.80	16.02
3	15.96	14.29	19.39	14.09	14.01	13.73	13.14	13.39	17.76	19.64	16.57	11.94	16.33
4	16.16	14.57	19.66	14.35	14.26	14.01	13.39	13.69	18.03	19.88	16.84	12.10	16.70
5	16.49	14.90	19.92	14.62	14.52	14.26	13.69	13.92	18.26	20.14	17.09	12.27	16.97
6	16.71	15.12	20.15	14.85	14.81	14.52	13.92	14.19	18.52	20.38	17.36	12.44	17.31
7	16.99	15.41	20.44	15.13	15.00	14.81	14.19	14.51	18.83	20.63	17.67	12.59	17.70
8	17.24	15.67	20.69	15.44	15.33	15.00	14.51	14.69	19.01	20.96	17.86	12.76	17.92
9	17.52	15.96	20.95	15.63	15.61	15.33	14.69	14.99	19.31	21.22	18.16	12.93	18.29
10	17.82	16.16	21.24	15.92	15.81	15.61	14.99	15.27	19.61	21.53	18.46	13.11	18.62
11	18.03	16.49	21.49	16.20	16.08	15.81	15.27	15.51	19.80	21.77	18.66	13.28	18.91
12	18.35	16.71	21.75	16.47	16.38	16.08	15.51	15.77	20.06	22.00	18.93	13.46	19.24
13	18.62	16.99	21.96	16.76	16.65	16.38	15.77	16.06	20.32	22.30	19.20	13.63	19.59
14	18.90	17.24	22.24	16.99	16.91	16.65	16.06	16.33	20.60	22.59	19.49	13.82	19.92
15	18.90	17.24	22.24	16.99	16.91	16.65	16.06	16.33	20.60	22.59	19.49	13.82	19.92
16	18.90	17.24	22.24	16.99	16.91	16.65	16.06	16.33	20.60	22.59	19.49	13.82	19.92
17	18.90	17.24	22.24	16.99	16.91	16.65	16.06	16.33	20.60	22.59	19.49	13.82	19.92
18	18.90	17.24	22.24	16.99	16.91	16.65	16.06	16.33	20.60	22.59	19.49	13.82	19.92
19	18.90	17.24	22.24	16.99	16.91	16.65	16.06	16.33	20.60	22.59	19.49	13.82	19.92
20	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
21	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
22	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
23	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
24	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
25	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
26	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
27	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.10
28	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
29	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20
30	19.13	17.47	22.46	17.23	17.16	16.87	16.29	16.56	20.82	22.81	19.72	14.05	20.20

Night Janitor Bonus - + \$.60 hour      Substitute Rate – Step 0 minus \$1.00

**CHIPPEWA LOCAL SCHOOL DISTRICT  
2013-2014 CLASSIFIED EMPLOYEE WAGE RATE SCHEDULE**

Exp.	Lead	Janitor (260 days)	Maintenance (260 days)	Secretary	Librarian (201 days)	Secretary	Cafeteria	Teacher	Bus	Mechanic	Assistant Mechanic	Lawn/ Grounds	Educational Instructor
	Janitor (260 days)					Assistant (186 days)	Worker (184 days)	Aide (186 days)	Driver (184 days)				
0	15.20	13.62	18.68	13.35	13.29	12.99	12.37	12.67	17.05	18.92	15.85	11.54	15.47
1	15.49	13.85	18.94	13.62	13.53	13.29	12.67	12.94	17.34	19.17	16.12	11.68	15.80
2	15.75	14.16	19.24	13.88	13.80	13.53	12.94	13.21	17.61	19.44	16.40	11.86	16.10
3	16.04	14.36	19.49	14.16	14.08	13.80	13.21	13.46	17.85	19.74	16.65	12.00	16.41
4	16.24	14.64	19.76	14.42	14.33	14.08	13.46	13.76	18.12	19.98	16.92	12.16	16.78
5	16.57	14.97	20.02	14.69	14.59	14.33	13.76	13.99	18.35	20.24	17.18	12.33	17.05
6	16.79	15.20	20.25	14.92	14.88	14.59	13.99	14.26	18.61	20.48	17.45	12.50	17.40
7	17.07	15.49	20.54	15.21	15.08	14.88	14.26	14.58	18.92	20.73	17.76	12.65	17.79
8	17.33	15.75	20.79	15.52	15.41	15.08	14.58	14.76	19.11	21.06	17.95	12.82	18.01
9	17.61	16.04	21.05	15.71	15.69	15.41	14.76	15.06	19.41	21.33	18.25	12.99	18.38
10	17.91	16.24	21.35	16.00	15.89	15.69	15.06	15.35	19.71	21.64	18.55	13.18	18.71
11	18.12	16.57	21.60	16.28	16.16	15.89	15.35	15.59	19.90	21.88	18.75	13.35	19.00
12	18.44	16.79	21.86	16.55	16.46	16.16	15.59	15.85	20.16	22.11	19.02	13.53	19.34
13	18.71	17.07	22.07	16.84	16.73	16.46	15.85	16.14	20.42	22.41	19.30	13.70	19.69
14	18.99	17.33	22.35	17.07	16.99	16.73	16.14	16.41	20.70	22.70	19.59	13.89	20.02
15	18.99	17.33	22.35	17.07	16.99	16.73	16.14	16.41	20.70	22.70	19.59	13.89	20.02
16	18.99	17.33	22.35	17.07	16.99	16.73	16.14	16.41	20.70	22.70	19.59	13.89	20.02
17	18.99	17.33	22.35	17.07	16.99	16.73	16.14	16.41	20.70	22.70	19.59	13.89	20.02
18	18.99	17.33	22.35	17.07	16.99	16.73	16.14	16.41	20.70	22.70	19.59	13.89	20.02
19	18.99	17.33	22.35	17.07	16.99	16.73	16.14	16.41	20.70	22.70	19.59	13.89	20.02
20	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
21	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
22	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
23	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
24	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
25	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
26	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
27	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.20
28	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
29	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30
30	19.23	17.56	22.57	17.32	17.25	16.95	16.37	16.64	20.92	22.92	19.82	14.12	20.30

Night Janitor Bonus - + \$.60 hour      Substitute Rate – Step 0 minus \$1.00

**CHIPPEWA LOCAL SCHOOL DISTRICT**  
**NON-CERTIFIED EMPLOYEES SCHEDULED DUTY HOURS**

## SECRETARIES

High School	-	8 hour day – 216 days (includes 6 holidays)
Middle School	-	8 hour day – 201 days (includes 6 holidays)
Elementary	-	8 hour day – 201 days (includes 6 holidays)
Guidance	-	8 hour day – 186 days (includes 6 holidays)

SECRETARIAL ASSISTANT 8 hour day – 186 days (includes 6 holidays)

AIDES 1 - 8 hour day – 186 days (includes 6 holidays)

LIBRARIAN 8 hour day – 201 days (includes 6 holidays)

BUS DRIVERS As needed (includes 15 minutes pre-trip and drive time)

MAINTENANCE 8 hour day – 260 days (includes 11 holidays)

LEAD JANITOR 8 hour day – 260 days (includes 11 holidays)

## JANITORS

8 hour day – 260 days (includes 11 holidays)  
 6 hours per day (as assigned)

## CAFETERIA WORKERS

6 hour day – 184 days (includes 6 holidays)  
 3 hour day – 184 days (includes 6 holidays)

## LAWN/GROUNDS

8 hour day – 186 days (includes 6 holidays)

## MECHANIC

8 hour day – 260 days  
 (includes 11 holidays)

## ASST. MECHANIC

8 hour day – 260 days  
 (includes 11 holidays)

## EDUC. INSTRUCTOR

8 hour days – 186 days (includes 6 holidays)

**GROUPS**

1. Maintenance
2. Lead Janitor
3. Janitor  
For bidding purposes, janitors requesting an opening for Lead Janitor shall be considered as #2 in the bidding sequence (see Article VI, Section G).
4. Bus Drivers
5. Secretary
6. Secretarial Assistants  
For bidding purposes, teacher aides and secretarial assistants requesting an opening for secretary shall be considered as #2 in the bidding sequence (see Article VI, Section G).
7. Aide  
For bidding purposes, teacher aides and secretarial assistants requesting an opening for secretary shall be considered as #2 in the bidding sequence (See Article VI, Section G).
8. Librarian  
For bidding purposes, librarians requesting an opening for secretary shall be considered as #2 in the bidding sequence (see Article VI, Section G).
9. Cafeteria Workers
10. Mechanic
11. Lawn/Grounds
12. Assistant Mechanic
13. Assistant Maintenance/Custodian
14. Educational Instructor