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Marion City Schools Agreement

between the
Marion City Board of Education
and the
**Ohio Association of Public School
Employees**
OAPSE/AFSCME Local /AFL-CIO
Local#154

Effective July 1, 2012 through June 30, 2014



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ARTICLE 1. DEFINITION OF TERMS

As used in this document

Administration means administrators or agents acting on the Board's behalf as directed by the Board.

Agreement shall mean this Negotiated Contract.

Board shall mean the Board of Education of the Marion City Schools.

Board Negotiating Team shall be defined as a maximum of six (6) members of the school administration appointed by the Marion City Board of Education.

Day shall mean a calendar day, unless otherwise indicated.

Director of Human Resources shall be defined as the chief personnel officer of the Marion City Schools.

District shall mean the Marion City Schools.

Employee or Classified Employee shall mean a member of the OAPSE bargaining unit.

Local shall be defined as those classified employees of the Marion City Board of Education, including Rushmore Academy, who are members of OAPSE/AFSCME Local #154, of the Ohio Association of Public School Employees.

Superintendent shall be defined as Superintendent of the Marion City Schools who is recognized as the chief advisor and executive officer of the Board.

Union shall mean OAPSE/AFSCME Local /AFL-CIO.

Union Negotiating Team shall be defined as members of Local #154 of the Ohio Association of Public School Employees/AFSCME. The team shall have a maximum of six (6) members.

Work Day shall mean a day the Administration Office is open.

ARTICLE 2. RECOGNITION OF UNION AND BOARD

- A. Local #154 of OAPSE/AFSCME recognizes the Marion City Board of Education as the governing policy making body of the District.
- B. The Board hereby recognizes the Union, on behalf of Local #154 as the sole and exclusive bargaining representative for all full-time and regular short-term hourly classified employees who are assigned a work schedule (this includes LPNs).

- C. For the purpose of this agreement the following are excluded from the bargaining unit:
1. Supervisor of Maintenance
 2. Supervisor of Food Service
 3. Supervisor of Transportation
 4. Supervisor of Print Shop
 5. Executive Secretary
 6. Secretary to Assistant Superintendent
 7. Secretary to Director of Human Resources
 8. Classified Substitutes
 9. High School O.W.A. and O.W.E. student workers
 10. Assistant EMIS Coordinator
- D. The Board hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States.

ARTICLE 3. NEGOTIATIONS PROCEDURES

- A. Requests for Negotiation meetings shall originate by the Board Negotiating Team or the Union Negotiating Team. Requests for the initial negotiation meeting from the Union Negotiating Team shall be made in writing to the Superintendent. Such request shall not be made before ninety (90) days nor less than sixty (60) calendar days prior to contract termination date.
- B. Upon receipt of a written request for a meeting either party will have ten (10) calendar days to reply to the request. A meeting shall be held within twenty (20) calendar days of such request.
- C. All issues for negotiations by the Union shall be submitted in writing at the first meeting and the Board shall submit in writing to the Union all of its issues for negotiations no later than the second meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed upon by both parties. Negotiable items shall be wages, hours, terms and conditions of employment. The Board's authority is limited only by the written terms of the negotiated agreement.
- D. The parties shall meet at places and times agreed upon at the first meeting. Length of meetings, as well as times and places of the meetings, shall be agreed upon at the onset of the beginning of each session. The length of meetings shall not exceed three (3) hours and all meetings will be held in closed session. No tape recorders or mechanical devices shall be permitted in any negotiation session.
- E. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. The requesting party must state the approximate time the recess shall terminate.

- F. No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional manner.
- G. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issues, subject to finalization by ratification by the membership of the Union and adopted by the Board.
- H. Prior to and during the period of negotiation, or impasse provision, the Administration agrees to provide to the Union, upon request, all regularly prepared reports sent to the State of Ohio, the Marion County Auditor, or reports to the Board, which are included in the Board minutes and which have a bearing on issues under consideration. The Union agrees to provide reports that the State OAPSE/AFSCME office has available regarding comparative information pertaining to school district practices. The Board and the Union may charge whatever costs are incurred in the preparation of this material.
- I. When an agreement is reached through negotiations, the outcome shall be reduced to writing. The Board shall be responsible for typing the final negotiated agreement. Both parties shall review the agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Union for ratification and the Board for adoption. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Union's representative.
- J. Disagreement — If, after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations.
- K. Failure to Reach Agreement — If agreement is not reached, the items on which agreement has not been reached and the Board's last offer of unresolved issues will be presented as a package to a meeting of the membership of the Union. The Union membership will be given proper notification of said meeting. The package will be presented and accepted at said meeting unless rejected by a majority of the total membership present. If rejected, the Union has the right to provide proper notification of its intent to conduct a strike. Such a strike could not commence earlier than ten (10) days after providing such notification to the Superintendent.
- L. The Administration will provide a copy of the Agreement to all classified employees.
- M. The parties may mutually agree to amend any of the negotiation procedures contained in this article.

ARTICLE 4. APPLICABLE LAW

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority, other than the Board, which shall render invalid, or restrain compliance with or enforcement of any provision of the Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE 5. MEMBERSHIP

A. It is recognized that classified employees have the right to join or not to join the Local for their professional or economic improvement and membership in any organization shall not be required as a condition for employment. Neither the Board nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Union activity.

B. Fair Share Fee

Employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as deductions. Fair share fees shall be deducted from the payroll checks of the Employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

ARTICLE 6. NO STRIKE

A. The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way a strike, slow-down, walkout, work stoppage, or other concerted interference with or the withholding of services from the Board.

B. In addition, the Union shall cooperate at all times with the Board in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slow-down, work stoppage, or other concerted interferences with or the withholding of services from the Board is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

C. No employee is entitled to pay or compensation from the Board for the period engaged in any strike.

- D. It is further agreed that any violation of the above will be automatic and sufficient grounds for immediate disciplinary action as determined by the Board. This clause is in effect during the duration of this contract.

ARTICLE 7. MANAGEMENT RIGHTS

- A. Except as expressly and specifically agreed otherwise in this collective bargaining agreement, the Board retains all rights as set forth in Chapter of the Revised Code and otherwise provided by law for Boards of Education in the State of Ohio to:
 - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology and organizational structure;
 - 2. Direct, supervise, evaluate, or hire employees;
 - 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 - 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign schedule, promote, or retain employees;
 - 6. Determine the adequacy of the work force;
 - 7. Determine the overall mission of the employer as a governmental unit.

The Board of Education is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of and existing provision of this collective bargaining agreement.

ARTICLE 8. VACATIONS

- A. Twelve (12) month employees will earn vacation as follows:

0 through 7 years of employment	10 days	[.833 days per month]
8 through 16 years of employment	15 days	[1.25 days per month]
17 or more years of employment	20 days	[1.67 days per month]

An employee shall receive credit for all years worked under an approved Ohio Public Employee Retirement System, including years worked as a nine (9) or ten (10) month employee. This provision shall apply to employees moving from (9) or (10) month positions to twelve (12) month positions. Satisfactory documentation from the previous employer(s) must be provided within 30 days of employment with Marion City Schools.

- B. Twelve (12) month employees may request up to twelve (12) vacation days at any time when school is in session. Requests must be made two (2) weeks in advance of the requested date(s). Exceptions to this policy would be the following:
1. A qualified substitute must be available for all custodians.
 2. One (1) maintenance employee must be on duty at all times.
 3. No employee may take vacation during peak workload periods, as reasonably determined by the Administration (e.g. building special events or the first week of school).
 4. Unforeseen emergencies or incidents with prior approval of the Director of Human Resources and/or the building principal.

C. Guidelines For Vacation Accrual

1. The anniversary date (beginning of permanent twelve-month employment) will be the date designated for accrual purposes. This date may be adjusted (as per paragraph two in Item A above) to give credit for previous employment as a nine or ten-month employee or employment under another approved Ohio Public Employee Retirement System.

For Example:

- a. A ten-month secretary transferring to a twelve-month secretary.
- b. A nine month cook becoming a twelve-month secretary.
- c. An employee returning with broken service.
- d. An employee transferring from another school district.

In such cases the actual twelve month starting date would be adjusted to give the credit for this additional time worked. An example of this would be: A secretary beginning on August 11, 1997, as a ten-month secretary and working in this position until the end of her contract in June of 2001 – then becoming a twelve-month secretary as of July 1, 2001 – she would be given previous credit as follows:

1997-98 school year - worked 210 days
 1998-99 school year - worked 210 days
 1999-00 school year - worked 210 days
 2000-01 school year - worked 210 days
 840 days previous credit

840 days divided by 260 (days worked in twelve month position) = 3.23 years or 3 years plus 60 days of twelve month credit. Adjusted date for vacation purposes only would be backed up from the twelve month starting date of July 1, 2011 to become April 8, 1998.

2. 0 through 7 year employee
 - No more than twenty (20) vacation days are permitted to accumulate at any one time. Days beyond this amount will be forfeited.
 - If an employee has vacation days in excess of ten (10) days as of June 30th (end of fiscal year), up to five (5) of these excess days can be cashed in for payment.
- 8 through 16 year employee
 - No more than twenty-five (25) vacation days are permitted to accumulate at any one time. Days beyond this amount will be forfeited.
 - If an employee has vacation days in excess of fifteen (15) days as of June 30th (end of fiscal year), up to five (5) of these excess days can be cashed in for payment.
- 17 or more years employee
 - No more than thirty (30) vacation days are permitted to accumulate at any one time. Days beyond this amount will be forfeited.
 - If an employee has vacation days in excess of twenty (20) days as of June 30th (end of fiscal year), up to five (5) of these excess days can be cashed in for payment.
3. If an employee chooses to be paid for up to five excess days, application for payment must be made to payroll before June 30th each year. A separate check will be issued in August.
4. Total vacation days an employee has available will be designated on the paycheck stub every two weeks. It is the employee's responsibility to monitor their days.

NOTE: Posting of vacation days has a two-week lag.

- D. Requests for vacation shall be made in advance of the dates requested. Requests must be approved by the immediate supervisor and building principal (if assigned to a school). During the summer months it may not always be possible to get approval from the principal, but must be approved by the immediate supervisor (where applicable). All vacation requests are subject to approval by the Director of Human Resources.

ARTICLE 9. PAID HOLIDAYS

The following schedule of paid holidays will apply, provided the employee is in active pay status on his/her preceding and next following scheduled work day or was properly excused from work on either or both of those days.

- A. Nine and Ten Month Employees

- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Memorial Day

- B. Twelve Month Employees

- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Day
- One extra day at Christmas (to be determined by the Superintendent)
- New Year's Day
- One extra day at New Year's (to be determined by the Superintendent)
- Martin Luther King
- Memorial Day

ARTICLE 10. SICK LEAVE

- A. Each full-time and regular part-time employee will earn fifteen (15) days of sick leave annually, at the rate of one and one-quarter (1¼) days per month.
- B. New employees to the District may transfer up to sixty (60) sick leave days accumulated in another public school district or public agency in Ohio. It shall be the responsibility of the new employee to furnish the Treasurer with the address of the former employer to secure the certified record of accumulated sick leave from the former employee. This information must be submitted to the Treasurer within 30 days of employment.

- C. The maximum number of days of sick leave for less than twelve (12) month employees to be accumulated is two hundred twenty (220).
- D. The maximum number of days of sick leave for twelve (12) month employees to be accumulated is two hundred sixty-five (265).
- E. Sick leave may be used for illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family who are legal residents in the employee's household.
- F. Sick leave may also be used for the critical illness, or death of those members of the employee's immediate family who live outside the employee's legal residence. Immediate family for critical illness or death shall be defined as spouse, children, father, mother, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law. A maximum of ten (10) days per contract year may be used for this purpose. If a question arises on the definition of "critical illness" the attending physician will determine.

If any bargaining unit member uses sick leave for more than four (4) consecutive work days, a doctors statement indicating recovery date that the employee will be able to return to work is to be sent to the Director of Human Resources on or before date of the bargaining unit member's return to work.

- G. Employees who do not use any personal leave or deduct days for an entire scheduled work year will be paid an attendance award in the amount set forth in column A (next page). Employees who do not use any sick leave days for an entire scheduled work year will be paid an attendance award in the amount set forth in column B (next page). Employees who do not use any personal leave or deduct days and who also do not use any sick leave days for an entire scheduled work year will be paid a perfect attendance award in the amount set forth in column C (next page).

	Column A	Column B	Column C
Nine month employees	\$75	\$115	\$175
Ten month employees	\$85	\$125	\$195
Twelve month employees	\$105	\$135	\$225

H. Maternity Leave

- 1. A pregnant unit member may use sick leave and/or unpaid leave for the period of the member's disability. For this purpose, "period of disability" means the period during which the bargaining unit member is unable to perform the duties of the job. It is presumed that such period extends for six (6) weeks beyond the birth in the case of a normal delivery, and eight (8) weeks beyond the birth in the case of a

cesarean section. The Board may require medical certification if leave is requested beyond the applicable presumed period of disability.

2. If the Employer has reason to believe that a unit member is unable to fulfill her usual duties by reason of pregnancy, it may require her physician to certify her ability to continue her regular job duties. If the unit member is not certified to continue working in her regular job, the unit member shall begin sick leave and/or unpaid leave at an earlier date than the unit member has requested.
3. The unit member shall provide at least four (4) months notice of the due date. The unit member shall also provide at least three (3) weeks notice of intent to return to work.

ARTICLE 11. PERSONAL LEAVE POLICY

- A. Up to a maximum of three (3) unrestricted personal leave days with pay per contract year may be approved. Unused days cannot be accumulated from year to year. Personal leave shall be pro-rated for employees that start or end their employment at times other than the beginning or end of a contract year.
- B. Requests for personal leave shall, except in emergencies, be made three (3) workdays in advance of the requested personal leave date. In the case of religious holidays, request must be made not less than ten days in advance of the holiday. Requests for personal leave of classified personnel must have the approval of the Director of Human Resources.
- C. Personal leave with pay will not be granted on the dates immediately prior to or after vacation periods and holidays (including President's Day, for employees that work less than 260 days per year) with the exception of:
 1. Accidents to property
 2. Family emergencies
 3. Acts of God
- D. Personal leave shall be granted in one-half or one day increments only.
- E. Falsification of a statement is grounds for termination of employment.

ARTICLE 12. MILITARY LEAVE

Approved as per guidelines established by State Law.

ARTICLE 13. GRIEVANCE PROCEDURE

- A. A grievance - is an alleged violation, misinterpretation or misapplication of the written Negotiated Agreement.
- B. A grievant - shall mean a classified employee or group of classified employees of the District alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group. Any grievance filed as a "group" grievance will identify each employee claimed to have been harmed by the actions giving rise to the grievance.
- C. A workday - shall mean a day that the Administration Office is open. Christmas break and Spring break will not be included as days under the Grievance Procedure.

General Statements and Procedures

- D. The primary purposes of this grievance procedure shall be to obtain at the lowest possible level and in a reasonable time period, equitable solutions to grievances which may occasionally arise.
- E. Nothing contained herein shall be construed as limiting the individual classified employee or "group" of classified employees from informally discussing problems with members of the administration through normal channels of communication.
- F. All grievance proceedings must be handled in a strictly confidential manner.
- G. Nothing contained herein shall be construed so as to deny the classified employee the right to seek redress by law.
- H. Each classified employee shall have the right to present a grievance without coercion, interference, discrimination, or reprisal.
- I. A grievance may be withdrawn by the classified employee at any level without prejudice or record.
- J. Forms for processing a grievance shall be made available through all Administration Offices in each building and the Central Administration Office.
- K. In the event a hearing is scheduled during the working hours on a grievance at steps 2, 3, or 4, a Local Representative may represent the employee at said hearing.
- L. Time Limits
 - 1. A number of days specified at each step in this procedure shall be the maximum. The time limits specified, however, may be extended by written agreement of the parties.

2. If the grievant does not file a grievance in writing within seven (7) work days after the grievant knew or should have known of the act or condition upon which the grievance is based, the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance shall be deemed resolved on the basis of the written disposition of that step.
4. Failure at any step of these procedures to conduct a meeting or to communicate a decision on the grievance within the specified time limits automatically entitles the grievant to proceed to the next level.
5. If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, it may be initiated at Step II.
6. Except at the arbitration step, each meeting held pursuant to this procedure shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator. Each meeting will be held at a place which will afford fair and reasonable opportunity for all persons entitled to be present to attend.

M. The Procedure

1. Informal Procedure

Before filing a written grievance the employee shall informally meet with his/her immediate supervisor to discuss the potential grievance. The employee and immediate supervisor shall sign the appropriate lines on the grievance form indicating that the informal meeting has occurred.

2. Formal Procedure

Step I — Immediate Supervisor

If a grievance is not resolved to the satisfaction of the grievant at the informal level, the grievant may further pursue the grievance within seven (7) work days after the grievant knew or should have known of the act or condition upon which the grievance is based by submitting the grievance in writing on the approved grievance form (which is attached as Appendix B) to his/her immediate supervisor. Within seven (7) workdays after the receipt of the Step I written grievance, the immediate supervisor shall meet with the grievant. Within seven (7) workdays of this meeting, the immediate supervisor shall provide the grievant and the Local with a written disposition of the grievance.

Step II — Superintendent or Designee

If the grievance is not resolved to the satisfaction of the grievant by Step I, the grievant may further pursue the grievance within seven (7) work days after receipt

of the Step I disposition by submitting the written grievance, Step I to the Superintendent or his/her designee and to the Local President. Within seven (7) workdays after the receipt of the Step I written grievance, the Superintendent or his/her designee shall meet with the grievant. The Superintendent or his/her designee shall write a disposition of the grievance and return a copy to the grievant, the Local President, and the Superintendent within seven (7) work days after such meeting.

Step III — Board/Local Grievance Committee

If the grievance is not resolved to the satisfaction of the grievant by Step II, the grievant may further pursue the grievance within seven (7) workdays after receipt of the Step II disposition by submitting the written grievance, Step II to the joint Board-Local grievance committee. This committee shall be composed of six (6) persons, three (3) appointed annually by the Superintendent and three (3) appointed annually by the President of the Local. The Field Representative from the Union may replace one of the three (3) members on the Union committee. It shall have the authority, by a majority vote of its members to resolve the grievance, and such resolution shall be binding on the Board, the Local, and the grievant and not subject to further appeal. The Superintendent may elect to serve as one of the three Board representatives and the Local President may elect to serve as one of the three Local representatives. Either the Administration or the Association may bypass Step III and proceed directly from Step II to Step IV. The party choosing to bypass Step III must provide written notice of the bypass to the other side.

Step IV — FMCS Mediation

With the concurrence of the Local, a grievant may appeal a non-binding Step III grievance disposition to FMCS Mediation. Notice of such appeal must be provided to the employer within seven (7) workdays of the Step III disposition. The parties will first attempt to agree on a mediator. If unable to do so, the parties will ask FMCS to appoint a mediator. The parties will conduct one mediation session, unless there is a mutual agreement to continue mediation.

Step V — Arbitration

If mediation is unsuccessful, the Local may appeal by having the Union submit a demand for arbitration form to the Federal Mediation and Conciliation Service (FMCS) within seven (7) workdays after receipt of the Step IV disposition. A copy of said demand form will be sent to the Superintendent at the same time as the original is sent to FMCS. The arbitrator will be selected in keeping with FMCS regulations, except that either party may request a second list of arbitrators. Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance accordance with the FMCS regulations.

The arbitrator shall hold the necessary hearing promptly and issue the award within such time as may be agreed upon. The award shall be in writing and a copy sent to all parties present at the hearing. The award of the arbitrator shall be binding on the Board, the Local, and the grievant.

The costs and expenses of the arbitrator and the fees, including filing fees of the FMCS shall be borne by the losing party. If a losing party is not defined, the parties shall split all costs.

If the Union requests a list of arbitrators and subsequently withdraws said grievance, the Union shall pay the filing fees.

If the parties settle a grievance prior to the arbitration, the parties shall split the filing fees.

ARTICLE 14. JURY DUTY

Any classified employee serving on jury duty shall receive a per diem rate. Compensation for jury duty paid by the court to the employee shall be:

Submitted by the employee to the Treasurer when received and the employee will maintain per diem salary.

ARTICLE 15. RETIREMENT PAY

A. Each eligible classified employee of the District shall receive payment, based on the employee's daily base rate of pay at retirement, for one-third (1/3) of the employee's accrued but unused sick leave at retirement up to a maximum accrual of one hundred and fifty (150) days.

B. For those accumulating more than one hundred fifty (150) days sick leave, pay at retirement will be granted as follows:

10 years experience*	=	4 days
15 years experience*	=	5 days
20 years experience*	=	6 days
25 years experience*	=	8 days
30 years experience*	=	10 days

*Experience in the District

C. Prior to this payment, the Treasurer must have evidence in his/her possession that the employee is in a status of retirement from SERS in Ohio. This amount shall be paid to the retiree within one hundred twenty (120) days of retirement after proper application to Treasurer.

- D. To be eligible for these payments, the employee must have worked in the District for at least ten (10) years, and must have provided notice of their intended retirement to the Human Resources Office at least sixty (60) calendar days prior to their last day of work.

ARTICLE 16. AUTHORIZED PAYROLL DEDUCTIONS

- A. The following payroll deductions are authorized as being optional on the part of the employee and must be authorized by the respective employee in advance of the deduction on the prescribed forms within the prescribed timetables.

- 1. Employee portion of medical, dental and/or voluntary (supplemental) life insurance costs. (Authorized deductions will occur in 24 pay periods).
- 2. Dues to Employee Organizations
 - a. The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Union Treasurer monthly together with a list showing the name of the employees and the amount deducted.
 - b. Deductions shall be in twelve (12) months. (26 pays)
 - c. Enrollment for dues deductions shall be made upon submission of a signed Authorization Form to the Treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue for a successive period of one (1) year. Written notice of revocation shall be served upon the Treasurer and the State Union Treasurer.

- 3. Marion County United Way

Authorized deductions can be made using seventeen (17) pay periods beginning with the first pay period in January and ending with the last pay period in August.

- 4. Annuities

As per the provisions of the "any willing provider" statute under Ohio Revised Code Section 9.91.

The Marion City Schools may limit the right of an individual to designate the agent, broker, or company to provide tax-sheltered annuities under an Internal Revenue Code section (b) plan sponsored by the District by requiring:

- a. The investment provider that offers such Code section (b) tax-sheltered annuities to execute a reasonable service agreement, information sharing

agreement, hold harmless agreement and agree to use ING's Plan with Ease and common remitter service. In addition, other similar agreements, as determined at the discretion of the District, that protects the District from any liability under Code section (b); other provisions of the Internal Revenue Code and any other applicable federal or state law which may result from procurement of the annuity and

- b. Designation of such agent, broker, or company by at least 10 employees.
- c. Enrollment for annuities deduction can only be changed four times a year. On the following schedule:
 - By August 15th effective the first pay in September
 - By November 15th effective the first pay in December
 - By February 15th effective the first pay in March
 - By May 15th effective the first pay in June

5. Credit Unions

Authorized deductions for credit union can be made each payroll period. Sign up or discontinuance on the part of the employee can be made at any time. The authorized credit union is Corporate America Federal Credit Union.

6. PEOPLE

The Board agrees to deduct from the wages of any employee who is a member of The Local, a Public Employees Organized to Promote Legislative Equality deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.

ARTICLE 17. INSURANCE

A. For Employees Working More Than 5½ Hours Per Day (Select One Only)

Plan I

Health, Dental, Vision, \$10,000 Life Insurance

Premium Payments

90% Board's Share
10% Employee's Share

For all employees hired after July 1, 2002

C. Buyout

\$1,000 per year to drop family coverage

\$500 per year to drop single coverage

(Employees taking the buyout are still eligible for Article 17, Section A, Plan III).

1. The buyout is effective 11/1 – 10/31 each year and will automatically expire at the end of each buyout period unless the parties specifically agree in writing to continue the buyout. A form for buyout enrollment will need to be completed and returned to the Insurance Clerk each year prior to 10/20.
2. Employees eligible for the buyout are those that are currently enrolled in the insurance plan and have carried the insurance for a minimum of 12 consecutive months prior to agreeing to drop their coverage, and those who are already participating in the buyout program.
3. Employees who drop their coverage and receive the buyout, can only re-enroll in the insurance plan during that contract year if they lose their other coverage due to a qualifying event, as defined by federal law.
4. Payment will be made in a lump sum payment in a separate check between November 15th —November 30th following the buyout period each year.
5. Employees who rejoin the plan during the year, due to a qualifying event, will have their buyout prorated.
6. If two employees of the district are married and one drops coverage to go on the family coverage of the other, he/she is not eligible for the buyout.

ARTICLE 18. PROFESSIONAL DAYS

- A. Three (3) days leave of absence with pay for attendance by duly certified delegates to the OAPSE/AFSCME Annual Convention.
- B. Limit of no more than three (3) delegates from the Local. If three (3) delegates go to the Convention, OAPSE Local #154 will reimburse the District for the cost of the substitute for the third employee.
- C. Delegates may attend the convention only after a formal written request is submitted by the President of the Local at least thirty (30) days prior to such convention. Delegates may be asked to appear before administration officials for clarification of delegate's duties and responsibilities.

- D. A total in-service program for the classified employees is provided and professional days may be granted as a part of this program at the discretion of the Director of Human Resources.

ARTICLE 19. CONTINUING EDUCATION TUITION

- A. Employees must be employed two (2) consecutive years in the District to be eligible.
- B. \$6,000 (for both courses and workshops together) will be provided yearly by the Board for continuing education. Tuition will be based on the fiscal year July 1 - June 30.
- C. Employees must receive prior approval of the immediate supervisor and the Director of Human Resources. Applications will be taken on a first come-first served basis.

Coursework

- D. The Board of Education will provide one-half (½) of tuition for up to two (2) courses yearly for each employee at the institutions listed below:

Ashland College	Ohio State University
Baldwin-Wallace College	Ohio University
Bowling Green State University	OSU Marion
Capital University	Otterbein College
Central State University	Tri-Rivers Career Center
Cleveland State University	University of Akron
Hiram College	University of Cincinnati
John Carroll University	University of Dayton
Kent State University	University of Toledo
Marion City Schools Adult Education	Wittenberg University
Marion Technical College	Wright State University
Miami University	Youngstown University

Workshops

- E. All workshops shall be directly related to providing improved skills in the present job classification.
- F. Each employee will be entitled to attend one (1) workshop per year, with a maximum reimbursement of \$200 per year. Applications for workshop attendance should be made on the appropriate form.

ARTICLE 20. DISCIPLINE

- A. The Board agrees to follow a progressive corrective action with regard to the discipline of employees.
- B. An employee may be suspended or dismissed for violation of the written rules and regulations, as set forth by the Administration, or for incompetency, inefficiency dishonesty, immoral conduct, insubordination, discourteous treatment to the public, neglect of duty, harm to students, or acts unbecoming to a public employee and detrimental to the school system. In the case of violations of any of the above or of state or local laws the Superintendent and the Director of Human Resources reserve the right to immediate suspension and/or termination where appropriate.
- C. Progressive Steps to Follow:

Step One

For minor offenses, the supervisor shall hold a private conference with the employee for the purpose of correcting whatever problem exists. A Local representative may be present, at the option of the employee. A written record of this conference shall be made and presented to the Local and the employee. This statement will be removed from the employee's file after months following the incident, if no further incidents occur.

Step Two

If the employee's job deficiencies are not corrected or if unacceptable behavior does not cease, the employee will be referred to the Director of Human Resources. A Local representative may be present, at the option of the employee. At Step Two it will be determined if the problem warrants a written reprimand, suspension or termination recommendation to the Superintendent. A written record of this conference shall be made and presented to the Local and the employee. Records of disciplinary action, including suspensions for periods up to three (3) days will be removed from the employee's file after months following the incident, if no further incidents occur. Records of suspension for four (4) or more days will be removed from the employee's file after months if no further incidents occur.

Step Three

Within hours of the decision/recommendation of the Director of Human Resources, the employee and Local representative, at the option of the employee, may hold a private conference with the Superintendent.

D. Discipline Procedure

1. Written reprimands, letters of direction or other disciplinary actions that do not include suspension without pay are subject to the grievance procedure but may not be appealed past Step Two (Superintendent level).
2. Disciplinary suspensions without pay and termination of employment are subject to the grievance procedure which shall be the exclusive method of challenging such discipline. Prior to any disciplinary suspension or termination the employee will be provided with the reasons for the discipline and be given an opportunity to explain his or her conduct to the Superintendent or designee. The parties intend this Article to supersede and take the place of any and all contrary provisions of Ohio Law or regulations enacted there under.
 - a. Employees convicted with any level of felonious act will be subject to termination.
 - b. Alcohol Free Compliance — Employees under the influence of alcohol will be immediately removed from the work place. This violation will result in a suspension and/or termination at the discretion of the Superintendent and the Director of Human Resources. Suspended employees will be required to satisfactorily participate in a rehabilitation program approved by a Federal, State, or local health agency at their own expense.
 - c. Drug Free Compliance — In accordance with the Drug Free Work Place Act, the Administration will take appropriate personnel action against any employee convicted of any criminal drug statute. Such action will result in immediate termination of their contract.
 - d. Drug and Alcohol Testing
 - i. The procedures for drug and alcohol testing for all employees shall be the procedures contained in Board Policy #4162A.
 - ii. Reports of alleged drug or alcohol use should be made to a building Administrator, if available, or to the Superintendent, Assistant Superintendent, or Director of Human Resources. Only the latter three individuals or their designee have the authority to refer an employee for alcohol or drug testing.

ARTICLE 21. LAYOFF AND RECALL PROCEDURES

- A. When the Board determines to reduce the number of employees due to lack of funds, lack of work, or abolishment of positions, the Board shall follow the procedures set forth in this Article.
- B. The Board shall determine in which department(s)/classification(s) the abolishments/ layoffs should occur, and the number of employees and/or hours to be reduced in each department/classification. Department/classifications for purposes of this Article (and the Vacancy Article) include the following:

Departments/Classification For Vacancies and Layoffs

- 1. Department - Transportation
Classifications: A. Bus Drivers
- 2. Department - Cafeteria
Classifications: A. Head Cook
B. Cook
- 3. Department - Aides
Classifications: A. Media Specialist
B. Teacher Aide
C. Bus Aide
- 4. Department - Secretarial
Classifications: A. Secretary
- 5. Department - Insurance
Classifications: A. Insurance Clerk
- 6. Department - Payroll
Classifications: A. Payroll Clerk
B. Data Input Specialist
- 7. Department - Custodial/Maintenance/Grounds
Classifications: A. Maintenance I
B. Maintenance II
C. Head Custodian/Fireman/Maintenance – HHS/Grant
D. Head Custodian
E. Groundskeeper
F. Custodian I
G. Courier
H. Custodian II

- 8. Department – Mechanic
Classifications: A. Transportation Mechanic
- 9. Department - Graphics
Classifications: A. Graphics Operator
- 10. Department - Licensed Practical Nurse
Classifications: A. Licensed Practical Nurse
- 11. Department - Technology
Classifications: A. Computer Technician I
B. Computer Technician II

- C. The Board shall lay off employees in the affected classification(s) in reverse order of system seniority.
- D. If a position is abolished, the employee in that position may bump the least senior employee working the same number of hours per day in that same classification. The displaced employee may then bump the least senior employee working the next lowest number of hours per day in that same classification, and so on (as long as the employee doing the bumping has more system seniority than the employee being bumped).
- E. An employee scheduled to be laid off from a classification may bump the least senior employee working the same number of hours per day in a lower paid classification within the same department (as long as the employee doing the bumping has more system seniority than the employee being bumped).
- F. An employee scheduled to be laid off or displaced from a department may bump the least senior employee from a classification in which the displaced employee previously worked, as long as that employee has more system seniority and is qualified according to the job description.
- G. An employee who is scheduled to be laid off or displaced may choose to accept the layoff, rather than exercise bumping rights.
- H. If reduction of a portion of an employee's hours is necessary, the employee in question will be given the choice of accepting the reduction in hours or being laid off.
- I. An employee who ends up in a different position based on a layoff or abolishment will receive the pay and benefits of the new position.

Recall

- J. The bidding process of the Vacancies article will be used to fill vacancies within a classification prior to the implementation of a recall in that classification.

- K. The last person laid off in a classification will be the first person recalled in that classification as positions become available.
- L. Employees who are laid off shall be retained on the recall list for 24 months from their last actual day of work.
- M. An employee shall be removed from the recall list by the following:
 - 1. Waives their recall rights in writing;
 - 2. Resigns;
 - 3. Fails to accept recall to a position for which they are qualified within five (5) days of notification; or
 - 4. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.
- N. Employees who have been laid off shall be responsible for keeping an updated address and telephone number on file in the Human Resources office. All recall notices and acceptance notices shall be mailed by certified mail.

ARTICLE 22. VACANCIES

- A. DEFINITION OF VACANCY - A vacancy occurs when an employee leaves his or her present job position due to the following — resigning, retirement, bid on another job position and accepted for that position, dismissal, medical leave of absence, disability retirement, death, etc. (except if the Board determines not to fill the position pursuant to Section C, below). Any newly created position would be considered a vacancy unless it is a result of an abolishment of a similar position in another building. In this case, this new position could be filled by a transfer. A vacant position may be filled by transfer (either voluntary or involuntary).
- B. When a vacancy occurs it shall be posted within five (5) workdays of the Board receiving notice from the employee who is leaving in a conspicuous place in all work locations for a period of five (5) workdays. Said posting shall include a complete job description including hours of work. An employee will not be permitted to bid on a position once the five day bidding period is concluded.
- C. When a vacancy occurs, the administration has the right to adjust hours, or change the duties of the position before it is posted. The intent is not to use this procedure to replace full time positions on a continuous basis. On occasion, the vacancy may not be filled if the position is no longer necessary. Example: if a -hour cook resigned, then the position may not be filled if that school's enrollment declined such that far fewer meals were being prepared and served.

- D. The Director of Human Resources shall post all vacancies as they occur. During June, July, and August, notification of vacancies will be posted in the Human Resources office, emailed to the head custodian in each building for posting, and will be available from the switchboard operator.
- E. A new employee can bid on a position within his or her classification during the 120-day working day probationary period. However, a new employee cannot bid on a position outside his or her classification until the working day probationary period and at least one evaluation have been completed. In selecting an employee for the vacant position, the Board shall use the following procedure:
1. The vacant position shall be offered first to employees within the present classification.
 2. If more than one (1) employee within the same classification requests the vacancy in writing, the qualified employee with the highest classification seniority shall be awarded the position.
 3. If there is no qualified employee bidding on the vacancy from within the same classification, applications from the following will be considered by the HEAT Team: qualified employees from outside the classification, outside applicants submitted by the administration from application on file, and substitutes.
 4. The HEAT Team will be comprised of three (3) Administrators and two (2) bargaining unit members, appointed by their respective parties. The HEAT Team will determine which candidate to recommend for the position.
 5. HEAT Team training will be conducted once per year, if necessary.
 6. If the successful applicant is a current employee, outside the classification of the vacancy, he/she will be subject to the satisfactory completion of a thirty (30) calendar day probation period. During that period, either the bidder or the immediate supervisor may return the bidder to his or her former position. The decision to return the bidder is not subject to the grievance procedure and will not be the subject of negative evaluation. The position formerly held by the bidder will not be filled on a permanent basis until the completion of the probationary period. In the event the bidder completes the probationary period, the bidder will then be permanently assigned the vacant position. In the event that the probationary period is not satisfactorily completed, the Board may fill the vacancy from outside the bargaining unit without further posting or bidding.
 7. Nothing in this Article prohibits an employee from bidding on additional positions providing hours do not conflict nor exceed a total of eight (8) hours per day.

8. Outside applicants will not be hired unless there are no internal applicants, or no internal applicant is qualified. The Board/Administration has the sole discretion to determine whether a current employee is qualified, based upon the posted qualifications.
9. It is the Board's intent to fill posted positions within sixty (60) days of the close of the posting period. (This is not a guarantee).
10. The list of classifications for purposes of this Article is contained in Article 21, Layoff and Recall Procedures.

F. Transfer of Employees

1. From time to time, the best interest of the school system is served by transferring an employee to another school building or to the Administration Office.
2. Employees will not be transferred between schools just for the sake of transferring. There must be an advantage or purpose to the transfer. Example: improvement of staff relations, a type of work more suitable to a person's abilities, balancing skills/experience levels between schools, etc.
3. The administration has a right to involuntarily transfer personnel to a position with a similar job description as long as the number of hours are neither increased or decreased and the shift that the employee/employees is/are working in has not changed.
4. When a transfer is made, the Director of Human Resources and the immediate supervisor will meet the personnel to explain the reasons and rationale for the transfer.

G. Adding Hours to Positions

1. The administration has the right to permanently add hours to an employee's work day as long as this does not result in new insurance benefits for that employee. For example, a 3-hour per day position cannot be upgraded to a 6-hour position because this would change that employee's insurance benefits from 50% or 60% Board's share to maximum insurance coverage provided by the Board. In this scenario, this position would have to be put up for bid.
2. Situations which might occur where hours would have to be added to a position might be due to an employee's increased work load, more time required to do the job due to new construction in a building (more rooms to clean), more meals to prepare due to increased enrollment, etc. These possible situations are cited as examples.

ARTICLE 23. EVALUATIONS

All classified employees will be evaluated at least yearly. Evaluations are not grievable. Employees may submit a rebuttal to an evaluation.

ARTICLE 24. PROBATIONARY PERIOD

- A. The probationary period for all new employees shall be one hundred and twenty (120) days actually worked by that employee. During the probationary period, employees may be removed at the discretion of the Administration.
- B. After completion of said one hundred and twenty (120) day probationary period employees may be removed for just cause only.

ARTICLE 25. SUB-CONTRACTING

- A. No supervisor, or managerial employees outside the bargaining unit may regularly be used to perform work normally performed by bargaining unit members.
- B. Employee's position will not be supplanted by outside contractors. The employer will have freedom to subcontract maintenance work as in the past.

ARTICLE 26. SAFETY

- A. The employer agrees to provide safe working conditions.
- B. Employees shall be paid for all time spent at all required safety meetings and conferences outside their regular work day.

ARTICLE 27. OVERTIME

- A. Overtime shall be assigned as far in advance as possible so that both the employee's schedule and the district needs may be determined. An employee may be required to work overtime in emergency situations. Whenever possible, overtime must be approved by the immediate supervisor in advance of overtime work being performed. The following guidelines will be adhered to with regard to overtime.
- B. The standard workweek shall consist of five (5) consecutive days - Monday through Friday.

- C. All hours worked in excess of eight hours per day or over a forty hour work week and any work performed on Saturdays and Sundays shall be paid at time and one-half (½) regular pay.
- D. Secretaries are eligible for overtime hours. Overtime hours must be approved in advance by the building principal or the immediate supervisor.
- E. When an emergency exists and work is to be performed outside the regular workday, employees shall be called in to work based on the skill needed for the particular job and the availability of the employee to complete the work needed as determined by the Superintendent or designee.
- F. All work performed on holidays will be paid at time and one-half (½) the regular pay in addition to the holiday pay. Overtime will not be paid to employees for regular job responsibilities that could and should be done in the course of a regular workday.
- G. Emergency call-ins shall be paid two (2) hours minimum as the appropriate rate and expected to perform a minimum of two (2) hours work. After performing the work requiring the emergency call-in, the employee may elect to return home and be paid for actual time worked in lieu of the two-hour minimum.
- H. Employees required to work in a higher rated classification shall be paid for all hours worked in the higher classification — paid at Step 1 on salary schedule unless their hourly pay is already higher than this amount. If this is the case, pay at regular pay rate.
- I. Overtime slips must be turned in by the end of the Administration Office work day on the Monday following the end of the pay period in which the overtime is earned. Payment of overtime shall be on the pay following the pay period in which the overtime occurred providing the employee turns in time slip prior to the deadline set by the Treasurer.
- J. The time for which an employee is compensated for leave, but does not actually work, should be counted as "hours worked" for the purpose of determining eligibility for overtime or compensatory time off.

ARTICLE 28.SALARY REDUCTION — PICK UP

- A. The Board agrees to pick up (assume and pay) contributions to the School Employees Retirement System upon 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 be 100% of the employee's contribution. The employee's annual compensation shall be reduced at no cost to the Board for federal and state tax purposes only, by an amount equal to the amount picked up by the Board.

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 benefits in lieu of the employer pick-up.

ARTICLE 29. CALAMITY DAYS

- A. In the event that the school district is closed due to an epidemic or other public calamity, employees shall be paid for all hours contracted to work. A state of emergency declared by the Governor of the State of Ohio or an extraordinary grave event marked by great loss, lasting distress and affliction shall also be considered to be a public calamity.
- B. The Superintendent reserves the right to require any employee to report for work on calamity days. Those employees who are paid for a calamity day, but do not work the calamity day, shall be required to work any student make-up day scheduled by the Board without additional compensation.
- C. Whenever schools are closed due to a calamity, only the following employees shall be required to work: Head Custodian, Custodian, Custodian II, Maintenance, Transportation Servicing, Groundskeeper, Receptionist/Switchboard Operator, and Treasurer's Office employees. Other employees that may be deemed necessary for the orderly continuation of the District, as determined by the Superintendent or designee, may also be called in to work.
- D. Employees performing work on calamity days and working the entire day will receive time and one-half for all hours actually worked (an employee who normally earns \$10 per hour will earn \$15 per hour for time worked on a calamity day). Necessary paperwork must be turned in during the same pay period in which the calamity day occurs.
- E. If a Level III weather emergency is declared, employees listed in Section C above should try to report to work, if possible. Those that do not report will not receive the time and one-half referred to in Section D above.
- F. SCHOOL DELAYS — On delay days the following classifications should make every effort to report at their regular time: day custodians, maintenance, groundskeeper, transportation servicing, cooks, and secretaries.

ARTICLE 30. ADMISSION TO EXTRA-CURRICULAR ACTIVITIES

Each employee will receive a picture identification card. This entitles the card holder and one guest admission to all extra-curricular events. This card must be presented at the time of admission and is non-transferable.

ARTICLE 31. COMMUNICATIONS COMMITTEE

- A. An informal committee shall be established as an aid to communications between parties. Membership to this committee will be comprised of the following:
 - 1. Administrative Members - Superintendent, Director of Human Resources, and one other member chosen by the Superintendent.
 - 2. Classified Members - The OAPSE President and two members to be chosen by the OAPSE President.
- B. The committee will meet as needed or if requested by either party. The dates and agenda will be determined by the Superintendent and OAPSE President.
- C. The purpose of this committee shall be to assist the process of communications between parties. Its procedures shall consist of joint informal discussions aimed at clarifying issues and concerns of both parties.

ARTICLE 32. USE OF EQUIPMENT

Employees are not permitted to remove any school property, including but not limited to equipment or furniture items from buildings, premises, or vehicles without prior approval of the immediate supervisor. Employees removing such items are responsible for loss, damage, or repairs.

ARTICLE 33. WORKERS' COMPENSATION

- A. That every person in the service of a school district who receives any injury in the course of or arising out of his/her employment is protected by the provisions of the Workers' Compensation Law (Revised Code — Section 4123.01).
- B. The Board's responsibility in this matter is to make certain all employees receive information on the availability of compensation benefits and they are made aware of procedures to be followed in applying for compensation. For absence due to injury, the employee shall have the option of submitting a claim under Workers' Compensation or using sick leave when an injury occurs as a result of his/her employment with the school district. BWC determines percentage of wage and when benefits will begin as per BWC guidelines.
- C. The Board agrees to continue to provide, and pay, any premiums for medical insurance in effect on said employee at time of injury for a period of ninety (90) days, providing sick leave is exhausted.

ARTICLE 34. TRANSPORTATION

A. Regular Routes

1. All runs and routes shall be bid by seniority at a "bid" meeting held the first Monday in August beginning at 9:00 a.m. There will be no trips scheduled on the first Monday in August and attendance at the bid meeting is mandatory for all drivers. Employees who do not attend the bid meeting and are not critically ill or on sick leave stated in Article 10 Section F, will have their routes assigned after all drivers in attendance have bid. Bids are final for that school year at the end of the bid meeting, except pursuant to #2 below. Drivers will be paid their regular hourly route rate for attendance at the route bidding meeting.
2. Any routes that become open during the year shall be posted and bid in accordance with Article 22 - Vacancies.
3. All drivers shall receive a minimum of four (4) hours pay for his/her route (two (2) hours in the morning and two (2) hours in the afternoon). Minimum route times and established route times in excess of the minimum times are determined in such a manner as to compensate the driver for temporary road conditions that may result in delay. In the event that it takes longer than the four (4) hour minimum or other assigned route time to complete the route due to inclement weather, traffic or other temporary condition, no additional compensations will be paid.
4. Mid-day route drivers (e.g. Kindergarten and Tech Prep) shall receive a minimum of two (2) hours for said route. If regular mid-day route driver is not able to do mid-day route, route would be offered to drivers by seniority until route is covered.
5. If a regular route exceeds the 4-hour time period or two hour time period for a noon day route on a permanent basis, it is the responsibility of the Transportation Supervisor to set the time of the route in question. The extra time will be rounded to the next ¼ hour.
6. In emergency situations the Transportation Supervisor and/or bus mechanic will have the prerogative of transporting students if regular drivers are not available. (This applies to regular routes and field trips).
7. Maximum Route Time

Drivers cannot bid on more than one route when the combined time of the routes (including cleanup/refueling time at 30 minutes per day) exceeds a total of eight (8) hours per day.

B. Field Trips

1. Assigning Drivers

- a. The Transportation Supervisor has been designated to assign field trips from rotating lists of full-time drivers. The Supervisor will post trips on the bulletin board as they are assigned.
- b. Trips will be assigned on a rotation basis to full-time drivers first, then to substitute drivers. Each year lists of full-time drivers will be established and maintained. When a driver for a trip is needed, the next full-time driver listed will be called. Upon refusal or unable to reach driver within reasonable amount of time, each succeeding full-time driver will be called in rotation from list. If no full-time driver is available, the supervisor will contact a substitute driver.
- c. Field trips will be assigned in a rotation process by the Transportation Supervisor regardless of how many total hours a driver works during a week. On some occasions when there are a high number of field trips during a week a driver could conceivably work more than 40 hours (regular route/field trips).
- d. Trips will be assigned in a rotation sequence regardless of length of the trip.
- e. Trips will be assigned in a rotation sequence by the Transportation Supervisor two (2) weeks prior to the actual date of trips. Drivers have 24 hours after the trip has been assigned to turn down trip. On some occasions, the Transportation Supervisor does not get a request for a school at least two weeks in advance of the trip [example - basketball tournament game or baseball make-up game]. In this case, the trip would be given to the next driver on the field trip rotation list.
- f. If a full-time driver's trip is canceled, then the driver's name and date of cancellation will be put on a make-up pool list. During the month of April these trips will be assigned twice (the first and third Mondays of the month). At the beginning of each month the Transportation Supervisor will assign trips to those drivers who lost trips (in sequence by date of cancellation) prior to using the rotation list. If a driver is compensated (for a 2-hour "show-up") when a trip is canceled, then that driver's name would not go on the make-up pool list for a new trip. Drivers are responsible to turn in canceled trip sheet to Transportation Supervisor signed and dated by driver within 24 hours of cancellation or Monday (if weekend cancellation). Failure to do this will result in loss of make-up trip.

- g. Drivers must have prior approval of Transportation Supervisor to volunteer to drive a trip for free using school buses/vehicles.

2. Turning Down Trips

- a. If a driver wishes to turn down the assigned trip, then he/she must indicate on a trip sheet that the trip is being turned down, then sign and date. Trip Sheet must then be returned to Transportation Supervisor (as so indicated in Section B(1)(e) above).
- b. There will be no field trip trading between drivers. If the driver cannot take the assigned trip due to a prior commitment, the trip will have to be turned down.
- c. Drivers who turn down five (5) consecutive trips will be removed from the rotation list for the remainder of the year (exceptions would be for use of sick leave). If all regular drivers on the rotation are either already assigned or unavailable to take a trip, then the Transportation Supervisor can ask a driver dropped from the rotation or substitutes to take the trip.

3. Other Items Related to Assigned Trips Are:

- a. The person assigning trips will keep a written record listing trip number and date asked.
- b. A person who is absent (sick leave, personal leave, etc.) on day of their assigned trip shall not be compensated for loss of trip or given another trip in its place. This trip would then be reassigned to next available driver in rotation.
- c. The Transportation Supervisor will assign all buses used for extra trips.
- d. Regular drivers shall have priority for all extra trips prior to use of substitutes, supervisors, etc.
- e. Except for "out of county" regular routes, drivers may opt off their regular routes to take an extra trip. The time of the regular route will be deducted from the extra trip. If "out of county" drivers are on break, they may drive both AM and PM Palace trips if so needed by Transportation Supervisor.

4. Accepting Trips

It is important (for drivers) to make a decision about taking a field trip as soon as possible. If a trip is offered in the morning, it must be accepted or declined within twenty-four (24) hours of trip being assigned. Drivers are responsible for checking their mailboxes daily (prior to PM route). Contact must be made one

way or another within 24 hour time period. This trip will be offered to the next regular driver on the rotating list. Other items related to accepting trips are:

- a. Once accepted, only in a case of an emergency may a trip be turned back in. It must be turned in to the Transportation Supervisor, if possible, or the designee on weekends.
- b. Persons who decide not to take field trips should notify the Transportation Supervisor in order to have their names removed from the rotating list.

5. Cancellations

Drivers should be notified as far in advance as possible when cancellations are necessary. If a trip is canceled and the driver is notified before he/she leaves home, no obligations are incurred. If a driver is coming from home and is not provided ample notification of the cancellation and reaches the bus, the driver will be paid a minimum of two (2) hours. The Transportation Supervisor or his designee will make every effort to contact a driver if a cancellation occurs - by home phone, cell phone, etc. Drivers need to convey phone numbers where he/she can most likely be contacted.

6. Driver Responsibility During Down Time

- a. The driver must be on-call at all times. Should she/he leave the event area, the advisor must have a place or phone number where the driver may be reached. At all times the advisor must know where the driver has gone, and they must have agreed upon an approximate time of return.
- b. Many times drivers enter events or performances as part of the group at no cost, sometimes, due to high cost or unavailability of tickets, this is not possible. If the driver wishes to participate and has any questions, he/she should contact the advisor before the trip.
- c. If a driver fails to properly fulfill his/her duties on field trips, proper disciplinary action could be taken.

7. Overnight Trips

- a. Drivers will be paid eight (8) hours minimum plus route time.
- b. Room and the cost of meals are also paid by the sponsoring group. Costs may be kept to a minimum by asking a woman driver to room with a female coach or a male driver with a male coach. Employees shall not room with students.

- c. Payment starts from the bus lot and ends when reaching the motel for the night. Payment begins again the next day from the motel and ends when clean up is completed back at the bus lot.
8. Trip Sheets
 - a. A trip sheet must be filled out for each trip. It is to be completed and accurate with regards to destinations and number of students. Destinations listed on the sheet should be followed. If an advisor requests an additional stop, the driver must add this immediately to the trip sheet. This stop cannot make the driver late for his/her daily route.
 - b. It should be stressed that, except in emergencies, location of events and other stops should be listed on the trip sheet before leaving.
9. Field Trip Hourly Rate
 - a. Field trips will be paid at the rate of \$10.83 per hour in 2012-2013 and \$11.05 per hour in 2013-2014. If the salary of transportation employees is increased during the term of the Agreement, the extra trip hourly rate will be increased at the same time and by the same percent.
 - b. The minimum amount of field trip pay is two (2) hours.
10. Trips Not Driven by Employees
 - a. If a trip is out-of-state, or is taking five (5) or less students, the administration has the discretion to use any method of transportation without compensating any employees. In-state trips of six (6) or more students that are not driven by an employee will require payment of five (5) hours at the field trip rate to the next driver in the rotation list. The five-hour payment will be considered a trip in this rotation sequence.
 - b. When a trip is not driven by an employee because no employee is available to take the trip, the District does not have to pay any employee for that trip.
11. Miscellaneous
 - a. Clean-Up and Fueling of Buses

All drivers receive a payment of thirty (30) minutes per day for time used to clean and fuel the buses on routes. To conserve fuel, warm-up time should not exceed fifteen (15) minutes. Cleanliness (inside and out) is the driver's responsibility. On days when drivers

are required to work, but not transporting students, they should use some of this time to thoroughly clean their bus.

b. Related Costs

The Employer agrees to pay all costs related to bus driver: license, testing fees, alcohol and drug testing costs, physicals, and obtaining abstracts. Time sheet for one (1) hour should be filled out if required to go to Occupational Health for random drug/alcohol testing.

c. Mechanic - Uniform Allowance

The administration shall furnish uniform service for the mechanic.

12. Use of MAT Buses

- a. MAT buses can be used for curriculum related activities. For example, students in an MH Special Education class might ride around Marion on a MAT bus and make transfers so as to learn how to use public transportation.
- b. MAT buses can also be used to allow MH Special Education students to be transported to local restaurants and/or stores for curriculum related activities such as proper ordering, eating etiquette, proper restaurant behavior, and shopping. In this case several curricular areas including the proper use of public transportation would be addressed on the same day.

C. Bus Aides

- 1. Bus aides shall receive a minimum of four (4) hours pay per workday for his/her route (no fuel/cleanup money like bus drivers). This pay will be distributed over pays.
- 2. Bus aides will be paid for sick leave, personal leave, for calamity days when school is closed, jury duty, and holidays based on Article #9 of the Negotiated Agreement, Section A.
- 3. Route times will be established the second full week of school which will determine pay for bus aides if above the 4 hours per day.
- 4. Routes could be reevaluated time wise (by Transportation Supervisor) if route changes occur, or questions arise about the length of the route.
- 5. Bus aides will be eligible for attendance bonus outlined in Article 10, Section G & H.
- 6. Sick leave accrual will begin at the beginning of the 1999-2000 school year.

ARTICLE 35. LONGEVITY

Longevity shall be paid at the start of the employee's contract year per the following schedule:

10 years	.10 cents per hour above regular hourly rate
15 years	.15 cents per hour above regular hourly rate
20 years	.20 cents per hour above regular hourly rate
25 years	.25 cents per hour above regular hourly rate
30 years	.35 cents per hour above regular hourly rate

ARTICLE 36. MISCELLANEOUS

A. Cooks

1. The District will provide three sets of uniforms per person per year.
2. Shoes will be provided by the employee, and must be to health code:
 - Leather, closed toe, rubber soles
3. When an employee leaves the Food Service Department for any reason, the uniforms must be returned to the District.
4. Cooks will perform their normal duties during their assigned work hours. Additional work will be paid at the appropriate rate.
5. Head cooks and five-hour cooks will work two (2) extended service days, one at the beginning and one at the end of the school year (there shall be at least one (1) five-hour cook in each building).
6. Elementary Head Cooks will be paid six (6) hours daily.

B. Secretaries

1. EMIS - \$1.00 elementary and \$1.50 middle school per pupil based on the October report for all elementary and middle school secretaries paid in June in a separate check (prorate if necessary).
2. Effective at the start of the 2012-13 school year, the six head elementary secretaries will work eight (8) hours per day.

C. Aides

1. All aides who are physically involved in lifting, feeding, moving of wheelchairs will receive a \$0.45 cents per hour increase. ED aides will be increased to \$0.45 per hour (effective July 1, 2007).
2. Teacher aides will work seven (7) hours per day.
3. Media specialists will work seven and one-half (7 ½) hours per day. Elementary media specialists will work five (5) extended service days per year, three (3) at the beginning of the school year and two (2) at the end of the school year.
4. Media specialists will open the library on the first day of school and close the library on the last day of school.

D. Head Custodian or His Designee

One (1) hour Saturday and one (1) hour Sunday and holiday paid for building check. A bi-weekly checklist must be filled out and submitted to the Director of Human Resources, attached to the time slip. Time should be submitted for payment on a time slip.

E. Traveling Employees

Bargaining group members who have regular assignments in more than one building or by nature of their assignment require travel during their regular school day, shall be reimbursed at the current rate that is paid by the Marion City Schools and is subject to change whenever the Board rate changes.

F. Direct Deposit

Direct deposit for all new classified employees effective on 7/1/07.

G. Extra Pay Sheets

All extra pay sheets including, but not limited to all supplemental contracts, personal/sick leave bonus, insurance buyout, payment for excess vacation days; that are not turned in by the deadline due date, will no longer qualify as a separate check. The extra pay would then be included in your regular payroll check.

H. Compensation for Alcohol/Drug Testing — Transportation Personnel

Compensate transportation personnel (drivers) for one (1) hour when they are selected to go to the hospital for random alcohol/drug testing after their regular route is completed. Effective immediately using time slip.

I. Pay Adjustment

1. Wages - Percentage increase on salary schedule:

7/1/2012	2% raise on the base.
10/2012	\$50 signing bonus for all employees who were on the payroll on July 1, 2012, and remain on the payroll as of October 1, 2012.
7/1/2013	2% raise on the base.

J. Criminal Background Checks

The Board will pay the cost of required criminal background checks for bargaining unit employees once every four years.

K. "Popcorn Friday"

All classified employees except aides, nurses and drivers will work on "Popcorn Friday" (the Friday after Labor Day). Aides, nurses and drivers will work the day before school begins (Convocation Day). Twelve-month (260 day) employees work both days. Popcorn Friday can be used for planned staff development.

L. Money Owed to District When Leaving Employment

All twelve-month employees will be responsible for any amount owed to the district when they leave their employment with MCS. This amount could be paid with earned vacation days, unused personal days, or a cash/check payment. If all avenues have been exhausted to collect any money due the district, then OAPSE will agree to reimburse the lost amount.

ARTICLE 37. SENIORITY

- A. Seniority as used herein is defined as the length of continuous service with the Board. An employee's seniority date shall be the first day of continuous employment as a regular employee of the Board.
- B. Such seniority is to accrue beginning with the employee's first day of regular employment provided that service is not interrupted by employment termination. Time spent as a substitute shall not be included in seniority.
- C. Employees returning after once terminating his/her employment shall lose any seniority accrued during previous employment with the Board. Seniority is to be considered only for those continuous years of service accrued with the Board. Service interrupted by an

approved leave of absence or layoff will not cause an employee to lose his/her seniority with the Board. Seniority will not accrue during unpaid leave of absence or layoff.

- D. EQUAL SENIORITY — A tie in seniority could occur when two (2) or more employees have the same amount of seniority credit. Ties will be broken based on the earliest of the following:
1. The first day of active work in the district.
 2. The date of the Board action approving the contract of employment.
 3. The earliest date of service as a substitute classified employee in the district prior to regular employment.
 4. By the flip of a coin.

ARTICLE 38. UNPAID LEAVES OF ABSENCE

- A. Employees unable to work for medical reasons and who have either exhausted available sick leave benefits or who have taken the option to receive payments through workers' compensation in lieu of sick leave (due to a work related injury) will request an unpaid leave of absence from the Board. The Board will grant such leaves or extensions thereof as required by law. In most cases it is anticipated that such leaves will not exceed a maximum of two years in length. Therefore, the Board will grant medical leaves of absence for up to two years as required by law. The employee must request a renewal of this leave in writing every six months during this two-year period. Employees who intend to return to duty from a leave of absence for medical reasons may be requested to provide evidence of ability to return to and perform the normal duties of employment. Any such employee shall provide written notice of intent to return to service not less than 14 days prior to the intended date of return. Upon return, such employee shall be assigned to a position similar to the position held at the time the leave was commenced, together with the same level of pay and benefits as was held at the time the leave was commenced. The returning employee could bump any other employee receiving the same or a similar position (same level of pay and benefits). On a rare occasion, the returning employee may have to temporarily take position with less hours if he/she has less classification seniority. In essence, he/she could not bump "senior" employees who are now working the returning employee's position or similar position.
- B. In the event that the return to duty of an employee from any period of leave, whether paid or unpaid, results in a surplus of employees in that classification, the Board may implement the layoff provisions of this Agreement. In the event that an employee shall fail to give notice of intent to return and return to service at the conclusion of an unpaid leave for medical reasons (after the two year period), the Board may, after written notice to the employee and an opportunity for a hearing before the Superintendent, deem the employee to have abandoned his or her employment. The Board may, at its cost require

independent medical verification of any medical condition related to a request for leave of absence for medical reasons, the eligibility of an employee to continue on such a leave, or the fitness of the employee to return to service from such a leave.

C. Bus Drivers

Bus drivers have the opportunity to bid new bus routes every year based on seniority. If a bus driver who is on a medical leave of absence chooses to return to work and is given the medical clearance to do so, he/she could bump any other driver out of their route/routes — if that driver has less system seniority. The bumped driver could then displace another driver with less system seniority. If an excess of regular drivers occurs as a result of the return of a driver who is on medical leave, then the layoff provisions of this Agreement would be implemented.

D. Seniority

Those on unpaid leave of absence (not on Board's payroll), due to a medical condition, do not accrue seniority during this time off. However, the leave of absence will not cause an employee to lose his/her seniority which was earned prior to the unpaid leave of absence.

E. Insurance

1. As is stated in the Workers' Compensation Article of this Agreement, the Board agrees to continue to provide, and pay, any premiums for medical insurance in effect on said employee at the time of injury (job related) for a period of ninety (90) days, providing sick leave is exhausted. This same 90-day insurance coverage will be granted to an employee with a work related injury who chooses to not use sick leave, but submit a claim to the Bureau of Worker's Compensation. This 90-day (12 weeks) also fulfills requirements as outlined in the Family and Medical Leave Act (FMLA).
2. If an employee must take an unpaid leave due to an illness or injury unrelated to work, that employee would also be granted 12 weeks of insurance coverage which again fulfills requirements of The Family and Medical Leave Act (FMLA). This 12 weeks of insurance would be the same coverage and premium payments that the Board provided for the employee while he/she was working.
3. Once the 12 weeks of insurance coverage has ended for an employee on an unpaid leave of absence due to medical reasons, that employee would be entitled to purchase reduced rate health insurance through the COBRA plan for the duration of the medical leave - up to 18 months. The information enrollment package for the COBRA plan will be mailed to the employee by CBIZ COBRA. COBRA rates can be obtained from the insurance clerk at the Administration Office.

F. Family Leave Act

Family leave will be administered pursuant to Board policy and Federal law.

G. Short-term Leave Without Pay

The Director of Human Resources, or designee, may grant short-term leave without pay in special circumstances. Short-term leave without pay must be in the best interest of both the employee and the school district. Such leave will not be granted for the pleasure or convenience of the employee. All requests for short-term leave without pay must be made in writing, stating the specific reason for the request.

Requests must be submitted at least five (5) days in advance of the days requested unless it is an emergency situation. Employees who take such leave without express written approval shall be subject to disciplinary action, up to and including termination.

ARTICLE 39. CONDUCTING UNION BUSINESS ON WORK TIME

The parties agree that Union business should not be conducted during the work hours of any bargaining unit employee. The Union will be responsible for informing their employees of this prohibition. This does not apply to a bargaining unit member who is contacted or scheduled for Union business by an Administrator.

ARTICLE 40. DURATION AND SIGNATURES

This Agreement is entered into by and between the Board of Education of the Marion City School District and the Ohio Association of Public School Employees OAPSE/AFSCME Local 4/AFL-CIO Local 154 for the period from midnight, July 1, 2012 to and including midnight, June 30, 2014.

For the Board

For OAPSE Local #154

By: James Barney
Date: 8-16-12

By: Cynthia Whitman / Asst.
Date: 8/20/12

By: Craig Clark H.R.
Date: 8-16-12

By: Samuel S. Hopkins
Date: 8-20-12

By: Paul L. Wood
Date: 8/16/12

By: George Ruff
Date: 8/22/12

By: Heather Yarden
Date: 8/22/12

By: Brenda Burt
Date: 8/22/12

By: Randy Dank
Attorney for the Board
Date: 8/14/12

By: Kevin J. Holm
OAPSE Representative
Date: 8/20/12

MEMORANDUM OF UNDERSTANDING

24-Pay Payroll System

OAPSE Local #154 agrees to switch to a 24-pay system, if and when the MEA also agrees to use that system. Upon MEA agreement, OAPSE Local #154 employees will automatically be included in that system without the need for any additional bargaining.

SETTLEMENT AGREEMENTS

Transportation

1. If participation fees are paid, then bargaining unit bus drivers will transport.
2. Any activity paying an activity fee and/or being driven to events by bargaining unit bus drivers as of April 20, 2005, will continue in the future regardless of the participation fee required, unless the “trips not driven by employees” language from Article 35, Section B(10) applies.

Data Secretary

The parties agree that Wendy VanSickle will remain in the position of Data Secretary. When she leaves the position for any reason, it will be bid as a Data Secretary in the secretarial classification.

Aides

1. The Employer agrees that one on one aides will be assigned to be with their student for the whole day. When the aide does not need to be with the student, the aide will be unassigned.
2. When the student is not at school, the aide will not be at work.

FORMS



**GRIEVANCE
CLASSIFIED PERSONNEL**

Work Location (Please Print)

Grievant's name (Please Print)

INFORMAL STEP An informal meeting was held prior to the formal written grievance being submitted.

Grievant's Signature

Supervisor Signature

STATEMENT OF GRIEVANCE _____

Section of Agreement claimed to have been violated (Page and Article): _____

Date, time and location of occurrence: _____

Relief requested by grievant: _____

STEP I

Received by Principal/Supervisor: _____

Date

Disposition: _____

Response Date: _____

Supervisor/Principal

STEP II

I hereby request that my grievance be forwarded to Step II

Date: _____

Grievant's Signature _____

Date: _____

Received by Central Office Administration

Assistant Superintendent and/or Human Resource Director

Disposition: _____

Response Date: _____

Director of Business and/or Human

Resource Director

STEP III

I hereby request that my grievance be forwarded to the Joint Local Board Grievance Committee

Date: _____

Grievant's Signature _____

Date: _____

Received by Central Office Administration

Director of Business and/or Human

Resource Director

Disposition: _____

Response Date: _____

Administration Representative

Union Representative

SUBMIT GRIEVANCE FORMS IN DUPLICATE

BUILDING CHECK LOG SHEET

Head Custodians should check the building every Saturday and Sunday and also on holidays when school is not in session. Record a check () beside each building area as you check it. Have your building principal sign this log and attach a copy to your overtime time sheet. Send the time sheet/building check log every two weeks to the Director of Human Resources. If your log sheet is not attached, payment will not be made for requested building check hours.

School _____ Custodian _____ Principal's Signature _____

	Day _____ Day _____ Time _____ __AM/PM				
1. <u>BOILER ROOM</u>					
2. <u>KITCHEN</u> – Check refrigerators and freezers					
3. <u>OFFICE</u>					
4. <u>TEACHER'S LOUNGE</u> (toilets/pop machines)					
5. <u>ALL BOYS' RESTROOMS</u>					
6. <u>ALL GIRLS' RESTROOMS</u>					
7. <u>LOCKER ROOMS</u>					
8. <u>ALL OUTSIDE DOORS</u> Are they locked?					
9. <u>VISUAL CHECK OF OUTSIDE OF BUILDING</u> – Are the windows closed?					
10. <u>CLASSROOMS</u> –walk halls and look in, particularly science labs where sinks could leak.					
11. <u>CLASSROOMS</u> – quick visual check to make sure no univents have sprung a leak.					
12. <u>IF RAINING</u> – make sure there are no roof leaks.					
13. <u>CHECK LIGHTS IN HALLS</u> – are there any power failures?					

MARION CITY SCHOOLS
Marion, Ohio

CONTINUING EDUCATION REQUEST FOR REIMBURSEMENT FOR CLASSIFIED EMPLOYEES

Name _____ School _____

Term(s) and Dates Attended _____

I hereby request reimbursement for the following courses:

<u>Course(s)</u>	<u>School Attended</u>
_____	_____
_____	_____

Total Reimbursement Requested (one-half tuition for each course) \$ _____

Applicant's Signature _____ Date _____

Applicant's Mailing Address _____

Approved by _____ Date _____
Director of Human Resources

Evidence of course completion must accompany this request form. The evidence should be a copy of the grades, certificate, or a signed statement of completion by the instructor of the course.

Payment will be made by the Board of Education at the next regular meeting, providing request for reimbursement is received by the last day of the preceding month.

CALAMITY DAY PAY REQUEST FORM

Based on Time Earned for Working on a Calamity Day

According to Article 29 of the Negotiated Agreement between OAPSE/AFSCME Local #154 and the Board of Education: Whenever schools are closed due to a calamity, only the following employees shall be required to work: Head Custodian, Custodian, Custodian II, Maintenance, Transportation Servicing, Groundskeeper, Receptionist/ Switchboard Operator, and Treasurer's Office employees. Other employees that may be necessary for the orderly continuation of the District, as determined by the Superintendent or designee may also be called to work. Employees performing work on calamity days receive time and a half (1½) for all hours actually worked (an employee who normally earns \$10 per hour will earn \$15 per hour for time worked on a calamity day). Necessary paperwork must be turned in during the same pay period in which the calamity day occurs.

PLEASE COMPLETE AND RETURN TO DIRECTOR OF HUMAN RESOURCES

REQUESTED PAYMENT FOR WORKING ON A CALAMITY DAY

- 1. Employee's Name _____
- 2. Job Position _____ 3. School or Building _____
- 4. Specific Date/Dates of Calamity Day/Days that you worked _____
- 5. Hours worked on that day _____

Employee Signature _____

Principal's or Supervisor's signature _____

This part will be filled out by the Director of Human Resources and a copy will be returned to the classified employee.

Your request for Calamity Day time and one-half (1½) payment for (Dates) _____ has been approved/denied.

Reason for Denial: _____

Director of Human Resources

Date

CLASSIFIED SALARY SCHEDULES



DETERMINATION OF STEP ON SALARY SCHEDULE
FOR NEWLY HIRED EMPLOYEES
OR PRESENT EMPLOYEES BIDDING OUT OF CLASSIFICATION

If a new employee has done a similar job in another school or organization, the administration has the right to place the new employee at a salary step which reflects their experience level. This decision will be made by Director of Business and Director of Human Resources. They can receive input from OAPSE Local #154 President after the final interview sessions.

If requested, the new employee must provide written evidence of past, similar job experience. He or she has 30 days from the hire date to provide this information. Failure to do so will result in placement at Step 0 on the salary schedule.

If a current employee bids on and is accepted for a position in the same department as his/her current job, then said employee will be given credit for this previous work experience on the salary schedule - example, cook moving to cook manager position. If the new job is in a new department then experience on the salary schedule would not be transferred - example, cook to a secretary.

MARION CITY SCHOOLS
 SALARY SCHEDULES –
 EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013
 2% INCREASE

Head Custodian/Maintenance(Harding/Grant)
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	36,358	17.48
1	37,086	17.83
2	37,856	18.20
3	38,605	18.56
4	39,333	18.91
5	40,269	19.36
6	41,163	19.79

Head Elementary Custodian
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	31,824	15.30
1	32,573	15.66
2	33,342	16.03
3	34,091	16.39
4	34,819	16.74
5	35,630	17.13
6	36,525	17.56

Custodian II-Group IV
 1560 hours (260 Days @ 6 Hrs)

Exper.	Annual	Hourly
0	16,427	10.53
1	16,786	10.76
2	17,144	10.99
3	17,519	11.23
4	17,909	11.48
5	18,314	11.74
6	18,907	12.12

Head Elementary Fireman
 2080 Hours (260 Days @ 8 Hrs)
 (2 employees entitled to this – Covered in transition plan 2004)

Exper.	Annual	Hourly
0	32,864	15.80
1	33,634	16.17
2	34,382	16.53
3	35,110	16.88
4	35,880	17.25
5	36,629	17.61
6	37,648	18.10

Regular Custodian
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	29,286	14.08
1	30,160	14.50
2	31,075	14.94
3	31,990	15.38
4	32,864	15.80
5	33,779	16.24
6	34,757	16.71

Custodian II-Group III
 1300 hours (260 Days @ 5 Hrs)

Exper.	Annual	Hourly
0	13,689	10.53
1	13,988	10.76
2	14,287	10.99
3	14,599	11.23
4	14,924	11.48
5	15,262	11.74
6	15,756	12.12

Second shift employees receive \$.05 extra on the hour

Third shift employees receive \$.10 extra on the hour

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2012
 THROUGH JUNE 30, 2013
 2% INCREASE

Custodian II – Group II
 1040 Hours (260 Days @ 4 Hrs)

Exper.	Annual	Hourly
0	10,951	10.53
1	11,190	10.76
2	11,430	10.99
3	11,679	11.23
4	11,939	11.48
5	12,210	11.74
6	12,605	12.12

Custodian II – Group II
 1170 Hours (260 Days @ 4.5 Hrs)

Exper.	Annual	Hourly
0	12,320	10.53
1	12,589	10.76
2	12,858	10.99
3	13,139	11.23
4	13,432	11.48
5	13,736	11.74
6	14,180	12.12

Payroll Clerk
 2080 hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	35,443	17.04
1	36,150	17.38
2	36,878	17.73
3	37,627	18.09
4	38,314	18.42
5	39,062	18.78
6	39,832	19.15

Groundskeeper
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	31,866	15.32
1	32,656	15.70
2	33,426	16.07
3	34,195	16.44
4	34,986	16.82
5	35,734	17.18
6	36,462	17.53

Maintenance I
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	39,062	18.78
1	39,853	19.16
2	40,622	19.53
3	41,454	19.93
4	42,224	20.30
5	43,035	20.69
6	43,846	21.08

Maintenance II
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	35,443	17.04
1	36,150	17.38
2	36,878	17.73
3	37,627	18.09
4	38,314	18.42
5	39,062	18.78
6	39,832	19.15

Graphics Operator
 1430 hours (260 Days @ 5.5 Hrs)

Exper.	Annual	Hourly
0	14,858	10.39
1	15,015	10.50
2	15,215	10.64
3	15,387	10.76
4	15,558	10.88
5	15,730	11.00
6	15,873	11.10

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2012
 THROUGH JUNE 30, 2013
 2% INCREASE

Secretary- Group I

2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	30,805	14.81
1	31,262	15.03
2	31,699	15.24
3	32,178	15.47
4	32,614	15.68
5	33,238	15.98
6	33,821	16.26

Secretary - Group II

1720 Hours (215 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	23,306	13.55
1	23,598	13.72
2	23,925	13.91
3	24,235	14.09
4	24,510	14.25
5	24,837	14.44
6	25,146	14.62

Secretary -- Group II

1760 Hours (220 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	23,848	13.55
1	24,147	13.72
2	24,482	13.91
3	24,798	14.09
4	25,080	14.25
5	25,414	14.44
6	25,731	14.62

Secretary - Group II

1075 hours (215 Days @ 5 Hrs)

Exper.	Annual	Hourly
0	14,566	13.55
1	14,749	13.72
2	14,953	13.91
3	15,147	14.09
4	15,319	14.25
5	15,523	14.44
6	15,717	14.62

Secretary - Group II

1612.5 hours (215 Days @ 7.5 Hrs)

Exper.	Annual	Hourly
0	21,849	13.55
1	22,124	13.72
2	22,430	13.91
3	22,720	14.09
4	22,978	14.25
5	23,285	14.44
6	23,575	14.62

Secretary- Group I

1300 Hours (260 Days @ 5 Hrs)

Exper.	Annual	Hourly
0	19,253	14.81
1	19,539	15.03
2	19,812	15.24
3	20,111	15.47
4	20,384	15.68
5	20,774	15.98
6	21,138	16.26

Secretary - Group II

704 Hours (176 Days @ 4 Hrs - 4 Days a Week)

Exper.	Annual	Hourly
0	9,539	13.55
1	9,659	13.72
2	9,793	13.91
3	9,919	14.09
4	10,032	14.25
5	10,166	14.44
6	10,292	14.62

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2012
 THROUGH JUNE 30, 2013
 2% INCREASE

Secretary – Group III
 1462.5 Hours (195 Days @ 7.5 Hrs)

Exper.	Annual	Hourly
0	16,877	11.54
1	17,067	11.67
2	17,243	11.79
3	17,404	11.90
4	17,594	12.03
5	17,784	12.16
6	18,150	12.41

Media Specialist
 1462.5 Hours (195 Days @ 7.5 Hrs)

Exper.	Annual	Hourly
0	16,877	11.54
1	17,067	11.67
2	17,243	11.79
3	17,404	11.90
4	17,594	12.03
5	17,784	12.16
6	18,150	12.41

High School & Middle School Head Cook
 1228.5 Hours (189 Days @ 6.5 Hrs)

Exper.	Annual	Hourly
0	16,106	13.11
1	16,241	13.22
2	16,351	13.31
3	16,474	13.41
4	16,572	13.49
5	16,683	13.58
6	17,002	13.84

Teacher Aide*
 1330 Hours (190 Days @ 7 Hrs)

Exper.	Annual	Hourly
0	13,819	10.39
1	13,992	10.52
2	14,151	10.64
3	14,311	10.76
4	14,431	10.85
5	14,630	11.00
6	14,963	11.25

Media Specialist – Middle & High
 1425 Hours (190 Days @ 7.5 Hrs)

Exper.	Annual	Hourly
0	16,445	11.54
1	16,630	11.67
2	16,801	11.79
3	16,958	11.90
4	17,143	12.03
5	17,328	12.16
6	17,684	12.41

Elementary Head Cook
 1134 Hours (189 Days @ 6 Hrs)

Exper.	Annual	Hourly
0	12,440	10.97
1	12,587	11.10
2	12,758	11.25
3	12,905	11.38
4	13,086	11.54
5	13,245	11.68
6	13,540	11.94

Brailist
 1330 Hours (190 Days @ 7 Hrs)

Exper.	Annual	Hourly
0	20,908	15.72
1	21,373	16.07
2	21,852	16.43
3	22,317	16.78
4	22,810	17.15
5	23,288	17.51
6	23,940	18.00

*All ED aides and aides who are physically involved in lifting, feeding, moving of wheelchairs will receive 45 cents more per hour in addition to what is quoted in the teacher aide salary schedule.

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2012
 THROUGH JUNE 30, 2013
 2% INCREASE

Regular Cook
 945 Hours (189 Days @ 5 Hrs)

Exper.	Annual	Hourly
0	9,866	10.44
1	9,951	10.53
2	10,055	10.64
3	10,140	10.73
4	10,225	10.82
5	10,301	10.90
6	10,556	11.17

Regular Cook
 756 Hours (187 Days @ 4 Hrs)

Exper.	Annual	Hourly
0	7,893	10.44
1	7,961	10.53
2	8,044	10.64
3	8,112	10.73
4	8,180	10.82
5	8,240	10.90
6	8,445	11.17

All Transportation – Vehicle Drivers

Exper.	Hourly
0	14.74
1	14.87
2	15.01
3	15.16
4	15.30
5	15.45
6	15.60

Transportation Servicing
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	31,637	15.21
1	32,365	15.56
2	33,030	15.88
3	33,779	16.24
4	34,549	16.61
5	35,298	16.97
6	36,046	17.33

Bus Aide*

Exper.	Hourly
0	10.39
1	10.52
2	10.64
3	10.76
4	10.85
5	11.00
6	11.25

LPN – Group I
 1377.5 Hours (190 Days @ 7.25 Hrs)

Exper.	Annual	Hourly
0	20,401	14.81
1	20,704	15.03
2	20,993	15.24
3	21,310	15.47
4	21,599	15.68
5	22,012	15.98
6	22,398	16.26

Field Trips \$10.83 per hour effective 7/1/2012.

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2012
 THROUGH JUNE 30, 2013
 2% INCREASE

Computer Technician I

2080 Hours (260 Days @ 8 Hrs)

Notes: No Degree – Experience Required

Exper.	Annual	Hourly
0	30,805	14.81
1	31,429	15.11
2	32,074	15.42
3	32,718	15.73
4	33,342	16.03
5	34,008	16.35
6	34,715	16.69

Computer Technician II

2080 Hours (260 Days @ 8 Hrs)

Notes: Associates Degree or Equivalent

Exper.	Annual	Hourly
0	35,443	17.04
1	36,150	17.38
2	36,878	17.73
3	37,606	18.08
4	38,355	18.44
5	39,125	18.81
6	39,936	19.20

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2013 THROUGH
 JUNE 30, 2014
 2% INCREASE

Head Custodian/Maintenance(Harding/Grant)
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	37,086	17.83
1	37,835	18.19
2	38,605	18.56
3	39,374	18.93
4	40,123	19.29
5	41,080	19.75
6	41,995	20.19

Head Elementary Custodian
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	32,469	15.61
1	33,218	15.97
2	34,008	16.35
3	34,778	16.72
4	35,506	17.07
5	36,338	17.47
6	37,253	17.91

Custodian II-Group IV
 1560 hours (260 Days @ 6 Hrs)

Exper.	Annual	Hourly
0	16,754	10.74
1	17,129	10.98
2	17,488	11.21
3	17,862	11.45
4	18,268	11.71
5	18,673	11.97
6	19,282	12.36

Head Elementary Fireman
 2080 Hours (260 Days @ 8 Hrs)
 (2 employees entitled to this – Covered in transition plan 2004)

Exper.	Annual	Hourly
0	33,530	16.12
1	34,299	16.49
2	35,069	16.86
3	35,818	17.22
4	36,608	17.60
5	37,357	17.96
6	38,397	18.46

Regular Custodian
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	29,869	14.36
1	30,763	14.79
2	31,699	15.24
3	32,635	15.69
4	33,530	16.12
5	34,445	16.56
6	35,443	17.04

Custodian II-Group III
 1300 hours (260 Days @ 5 Hrs)

Exper.	Annual	Hourly
0	13,962	10.74
1	14,274	10.98
2	14,573	11.21
3	14,885	11.45
4	15,223	11.71
5	15,561	11.97
6	16,068	12.36

Second shift employees receive \$.05 extra on the hour

Third shift employees receive \$.10 extra on the hour

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2013 THROUGH
 JUNE 30, 2014
 2% INCREASE

Custodian II – Group II
 1040 Hours (260 Days @ 4 Hrs)

Exper.	Annual	Hourly
0	11,170	10.74
1	11,419	10.98
2	11,658	11.21
3	11,908	11.45
4	12,178	11.71
5	12,449	11.97
6	12,854	12.36

Custodian II – Group II
 1170 Hours (260 Days @ 4.5 Hrs)

Exper.	Annual	Hourly
0	12,566	10.74
1	12,847	10.98
2	13,116	11.21
3	13,397	11.45
4	13,701	11.71
5	14,005	11.97
6	14,461	12.36

Payroll Clerk
 2080 hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	36,150	17.38
1	36,878	17.73
2	37,606	18.08
3	38,376	18.45
4	39,083	18.79
5	39,853	19.16
6	40,622	19.53

Groundskeeper
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	32,510	15.63
1	33,301	16.01
2	34,091	16.39
3	34,882	16.77
4	35,693	17.16
5	36,442	17.52
6	37,190	17.88

Maintenance I
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	39,062	18.78
1	39,853	19.16
2	40,622	19.53
3	41,454	19.93
4	42,224	20.30
5	43,035	20.69
6	43,846	21.08

Maintenance II
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	36,150	17.38
1	36,878	17.73
2	37,606	18.08
3	38,376	18.45
4	39,083	18.79
5	39,853	19.16
6	40,622	19.53

Graphics Operator
 1430 hours (260 Days @ 5.5 Hrs)

Exper.	Annual	Hourly
0	15,158	10.60
1	15,315	10.71
2	15,516	10.85
3	15,701	10.98
4	15,873	11.10
5	16,045	11.22
6	16,188	11.32

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2013 THROUGH
 JUNE 30, 2014
 2% INCREASE

Secretary– Group I
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	31,429	15.11
1	31,886	15.33
2	32,323	15.54
3	32,822	15.78
4	33,259	15.99
5	33,904	16.30
6	34,507	16.59

Secretary – Group II
 1720 Hours (215 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	23,770	13.82
1	24,063	13.99
2	24,407	14.19
3	24,716	14.37
4	25,009	14.54
5	25,336	14.73
6	25,645	14.91

Secretary – Group II
 1760 Hours (220 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	24,323	13.82
1	24,622	13.99
2	24,974	14.19
3	25,291	14.37
4	25,590	14.54
5	25,925	14.73
6	26,242	14.91

Secretary – Group II
 1075 hours (215 Days @ 5 Hrs)

Exper.	Annual	Hourly
0	14,857	13.82
1	15,039	13.99
2	15,254	14.19
3	15,448	14.37
4	15,631	14.54
5	15,835	14.73
6	16,028	14.91

Secretary – Group II
 1612.5 hours (215 Days @ 7.5 Hrs)

Exper.	Annual	Hourly
0	22,285	13.82
1	22,559	13.99
2	22,881	14.19
3	23,172	14.37
4	23,446	14.54
5	23,752	14.73
6	24,042	14.91

Secretary– Group I
 1300 Hours (260 Days @ 5 Hrs)

Exper.	Annual	Hourly
0	19,643	15.11
1	19,929	15.33
2	20,202	15.54
3	20,514	15.78
4	20,787	15.99
5	21,190	16.30
6	21,567	16.59

Secretary – Group II
 704 Hours (176 Days @ 4 Hrs - 4 Days a Week)

Exper.	Annual	Hourly
0	9,729	13.82
1	9,849	13.99
2	9,990	14.19
3	10,116	14.37
4	10,236	14.54
5	10,370	14.73
6	10,497	14.91

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2013 THROUGH
 JUNE 30, 2014
 2% INCREASE

Secretary – Group III
 1462.5 Hours (195 Days @ 7.5 Hrs)

Exper.	Annual	Hourly
0	17,214	11.77
1	17,404	11.90
2	17,594	12.03
3	17,755	12.14
4	17,945	12.27
5	18,135	12.40
6	18,515	12.66

Media Specialist
 1462.5 Hours (195 Days @ 7.5 Hrs)

Exper.	Annual	Hourly
0	17,214	11.77
1	17,404	11.90
2	17,594	12.03
3	17,755	12.14
4	17,945	12.27
5	18,135	12.40
6	18,515	12.66

High School & Middle School Head Cook
 1228.5 Hours (189 Days @ 6.5 Hrs)

Exper.	Annual	Hourly
0	16,425	13.37
1	16,560	13.48
2	16,683	13.58
3	16,806	13.68
4	16,904	13.76
5	17,015	13.85
6	20,700	16.85

Teacher Aide*
 1330 Hours (190 Days @ 7 Hrs)

Exper.	Annual	Hourly
0	14,098	10.60
1	14,271	10.73
2	14,431	10.85
3	14,603	10.98
4	14,723	11.07
5	14,923	11.22
6	15,268	11.48

Media Specialist – Middle & High
 1425 Hours (190 Days @ 7.5 Hrs)

Exper.	Annual	Hourly
0	16,772	11.77
1	16,958	11.90
2	17,143	12.03
3	17,300	12.14
4	17,485	12.27
5	17,670	12.40
6	18,041	12.66

Elementary Head Cook
 1134 Hours (189 Days @ 6 Hrs)

Exper.	Annual	Hourly
0	12,689	11.19
1	12,837	11.32
2	13,018	11.48
3	13,166	11.61
4	13,347	11.77
5	13,506	11.91
6	13,812	12.18

Braillist
 1330 Hours (190 Days @ 7 Hrs)

Exper.	Annual	Hourly
0	21,320	16.03
1	21,799	16.39
2	22,291	16.76
3	22,770	17.12
4	23,262	17.49
5	23,754	17.86
6	24,419	18.36

*All ED aides and aides who are physically involved in lifting, feeding, moving of wheelchairs will receive 45 cents more per hour in addition to what is quoted in the teacher aide salary schedule.

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2013
 THROUGH JUNE 30, 2014
 2% INCREASE

Regular Cook
 945 Hours (189 Days @ 5 Hrs)

Exper.	Annual	Hourly
0	10,064	10.65
1	10,149	10.74
2	10,253	10.85
3	10,338	10.94
4	10,433	11.04
5	10,508	11.12
6	10,764	11.39

All Transportation – Vehicle Drivers

Exper.	Hourly
0	15.03
1	15.17
2	15.31
3	15.46
4	15.61
5	15.76
6	15.91

Bus Aide*

Exper.	Hourly
0	10.60
1	10.73
2	10.85
3	10.98
4	11.07
5	11.22
6	11.48

Regular Cook
 756 Hours (189 Days @ 4 Hrs)

Exper.	Annual	Hourly
0	8,051	10.65
1	8,119	10.74
2	8,203	10.85
3	8,271	10.94
4	8,346	11.04
5	8,407	11.12
6	8,611	11.39

Transportation Servicing
 2080 Hours (260 Days @ 8 Hrs)

Exper.	Annual	Hourly
0	32,261	15.51
1	33,010	15.87
2	33,696	16.20
3	34,445	16.56
4	35,235	16.94
5	36,005	17.31
6	36,774	17.68

LPN – Group I
 1377.5 Hours (190 Days @ 7.25 Hrs)

Exper.	Annual	Hourly
0	20,814	15.11
1	21,117	15.33
2	21,406	15.54
3	21,737	15.78
4	22,026	15.99
5	22,453	16.30
6	22,853	16.59

Field Trips \$11.05 per hour effective 7/1/2013.

MARION CITY SCHOOLS
 SALARY SCHEDULES -EFFECTIVE JULY 1, 2013
 THROUGH JUNE 30, 2014
 2% INCREASE

Computer Technician I
 2080 Hours (260 Days @ 8 Hrs)
 Notes: No Degree – Experience Required

Exper.	Annual	Hourly
0	31,429	15.11
1	32,053	15.41
2	32,718	15.73
3	33,363	16.04
4	34,008	16.35
5	34,694	16.68
6	35,402	17.02

Computer Technician II
 2080 Hours (260 Days @ 8 Hrs)
 Notes: Associates Degree or Equivalent

Exper.	Annual	Hourly
0	36,150	17.38
1	36,878	17.73
2	37,606	18.08
3	38,355	18.44
4	39,125	18.81
5	39,915	19.19
6	40,726	19.58