

OAPSC  
Local #420

7-1-13 → 6-30-16

STATE EMPLOYMENT  
RELATIONS BOARD

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**ARTICLE 1**  
**PREAMBLE**

The parties acknowledge that the Board is charged by law with the duty and final responsibility of operating a public school system within the District and in carrying out those duties and responsibilities in employing school employees in its operation.

The Superintendent, Treasurer, and the staff have the responsibility of carrying out the policies established.

It is further realized that employees have the right to join, participate in, and assist the Union and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

It is the intent and purpose of this agreement to delineate the terms and conditions of employment and attempt to provide an orderly and peaceful means of conducting negotiations and resolving misunderstandings or grievances.

The Board and the Union agree that the welfare of the children of the Maplewood School District is paramount to the operation of the schools, and will be promoted by both parties.

## ARTICLE 2 RECOGNITION

The Board of Education of the Maplewood Local School District, hereinafter referred to as the "Board," recognizes the Ohio Association of Public School Employees/AFSCME AFL-CIO and OAPSE Local 420 hereinafter referred to as "OAPSE," "Association," or "Union," as the sole and exclusive bargaining agent for all employees now employed or to be employed by the "Board" in the following departments:

1. Library Paraprofessionals
2. Custodial
3. Sweepers
4. Maintenance
5. Food Service/Courier<sup>1</sup>
6. Secretarial
7. Duplication Services Worker
8. Transportation

Exclusions from the bargaining unit are the Superintendent, Treasurer, and all employees of the Superintendent and Treasurer's office, all supervisory employees, certificated/licensed staff, the technician and all substitute employees.

All newly created or substantially revised classifications, which are similar to job classifications, included within the bargaining unit, shall become a part of the bargaining unit and covered by and subject to the terms and provisions of this Agreement.

The Board shall notify the union in writing when a new classification within the above departments is created or when the job responsibilities of an existing classification are substantially changed. Within ten (10) days of such notice the union may request bargaining concerning the appropriate rate of pay for the classification. The Board retains the right to implement a proposed wage rate pending such negotiations.

Unless otherwise agreed, any difference which shall arise between the Administration and the Union as to whether or not a newly created position is or is not included within the bargaining unit shall be handled by the SERB procedure.

The Administration shall not use non-bargaining unit members to perform work normally and routinely performed by bargaining unit members.

The Administration recognizes the Ohio Association of Public School Employees and Local 420 for the term of this Agreement.

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<sup>1</sup> For the term of this Agreement, the parties agree that the courier duties will be assumed by food service. However, for whatever reason, food service can no longer fulfill the courier position and/or upon the expiration of this Agreement, the courier duties may be returned to the Duplication Services Worker position with no adjustment to the base pay.

To the extent that the Board determines that extra custodial, maintenance, and/or clerical work cannot be performed by regular bargaining unit members during the summer months, such work shall be offered to interested and qualified regular bargaining unit members working less than twelve months. Current bargaining unit members who desire extra work shall sign a roster prior to May 1 of each school year. Summer work will be offered on the basis of District seniority and paid at the custodial sub rate determined by the Board. After interested, qualified and available bargaining unit members have signed the roster, the Board is free to hire from outside the bargaining unit with no further limitations.

**ARTICLE 3**  
**NEGOTIATIONS PROCEDURES**

1. Submission of Issues

- A. Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than twenty (20) days following such request, unless otherwise agreed by the parties. Such request for negotiating the Agreement shall not be made prior to ninety (90) days before the expiration date of the Agreement.
- B. All initial issues proposed for discussion shall be submitted in writing, at the first meeting. No new issues shall be submitted after the initial meeting unless mutually agreed to by the parties.
- C. Subjects for negotiation shall be all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.

2. Negotiation Procedures

- A. Meeting dates, times and the site for negotiations will be determined by mutual agreement of the parties.
- B. Each meeting will be held in a private session. Unless the parties agree otherwise, the Union will each be represented in negotiations by one (1) member from each department in addition to the OAPSE Field Representative. The Board shall have an equal number of representatives.

3. Meetings

- A. If negotiations sessions are scheduled during the normal work time of a bargaining unit member on the negotiating team, such member(s) shall be released from duties with pay to attend negotiating meetings.
- B. Negotiation sessions shall be scheduled so as not to interfere with normal school schedules wherever possible.

4. Progress Reports

Periodic written progress reports to the public may be issued during negotiations only upon mutual agreement of the parties.

5. Agreement/Disagreement

- A. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party.

- B. If an impasse develops between the negotiating teams after full consideration of the issues and the expiration of 90 calendar days from the onset of negotiations, either party may declare impasse and ask for the assistance of the Federal Mediation and Conciliation Service. The parties agree that this alternate dispute resolution procedure shall supersede and replace the provisions of R.C. 4117.14(C).

6. Ratification/Adoption of Agreement

- A. Upon tentative agreement of the negotiation teams on all items being negotiated, the Union will take action on the ratification as soon as possible.
- B. After ratification by the Association, the Board will take action on the Agreement at the next scheduled Board meeting and/or no later than 25 days after receiving the tentative agreement.
- C. If adopted, the decision of the Board shall become part of the official minutes of the Board with implementation to take place by all parties as stipulated in the Agreement.
- D. Thereafter, the parties will proof read and execute the final draft and the Board will have the document printed and copies will be provided to the members of the bargaining unit with additional copies provided as requested for the Union.

## ARTICLE 4 GRIEVANCE PROCEDURE

### 1. Definitions

- A. The primary purpose of this procedure is to promptly secure, at the lowest possible level, equitable solutions to grievances which may arise.
- B. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of the Agreement.
- C. Working days shall mean school days on the officially adopted school calendar, except that between the last day of any school year and the first day of the next succeeding school year, "working days" shall mean weekdays (excluding Saturday, Sunday, and holidays).

### 2. Grievance Rights and Representation

Any bargaining unit member, members, or the Union shall have the right to submit a grievance for consideration through the steps defined herein. Such procedures shall be available to all unit members and no reprisals shall be taken against a unit member for initiating and following the grievance procedure.

#### A. Grievant

A grievant is a named employee, the Union, or a group of employees listed by name who allege that some violation, misinterpretation or misapplication of the Agreement has occurred.

#### B. Group Grievance

A grievance alleged to be a group grievance shall have arisen out of similar circumstances affecting each member of said group and shall be delineated as such upon filing.

#### C. Representation

A grievant may be represented by the Union at any level of the grievance procedure.

### 3. Time Lines

- A. A grievance must be initiated through the procedure outlined below within ten (10) working days following the act or condition which is the basis for the grievance. Failure to file a grievance in a timely manner shall constitute a waiver of the grievant right to further appeal utilizing this grievance procedure.
- B. If appeals through the procedure are not timely filed by the grievant or Union then said grievance is deemed resolved at the last processed

step. Failure of the Board administrator to meet timelines will automatically forward the grievance to the next step.

- C. Timelines may be extended only through the mutual agreement of the Union and the appropriate administrator.

4. Grievance Form

The Grievance form shall be attached as Appendix "A."

5. Grievance Procedure

A. Level I

An employee having a grievance shall meet with his/her immediate supervisor to discuss the problem. The grievant shall be granted an appointment within five (5) working days from the date of the request for such a Level I meeting. During the meeting the grievant shall specify the problem providing factual information to support the alleged violation, misinterpretation, or misapplication of the Agreement. If the grievance is resolved at the conclusion of this meeting, both the immediate supervisor and grievant will sign a statement specifying resolution of the problem. If the grievant is not satisfied with the results of the Level I meeting then he or she may appeal the grievance to Level II.

B. Level II

Within five (5) working days from the Level I meeting the grievant has the right to file a written appeal of the grievance to Level II. The grievant must fill out a grievance form with complete details of the grievance, including a concise statement of the facts underlying the alleged grievance, the provision(s) of the Agreement allegedly violated, and the specific remedy requested, and submit it to the immediate supervisor. Within ten (10) working days, the immediate supervisor shall provide a written response to the grievant. If the grievant is not satisfied following receipt of the Level II written response, then the grievance may be appealed to Level III.

C. Level III

Within five (5) working days of the Level II written response to the grievance, the grievant may submit the grievance to the Superintendent for consideration. The Superintendent will conduct a hearing within ten (10) working days from receipt of the appeal to Level III. The Superintendent shall notify the President of the Union of every grievance filed at Level III and shall invite the OAPSE Field Representative and any appropriate administrator to be present for the Level III hearing. Following the hearing the Superintendent will submit a written response to the grievant within ten (10) working days.

D. Level IV

Within five (5) working days of the Level III written response to the grievance, the grievant may appeal the grievance to the Board by giving written notice to the Board President. The Board shall schedule

the appeal to be heard in executive session at the next regularly scheduled Board meeting but no later than thirty (30) working days after receipt of the appeal from Level III. Upon conclusion of the Board appeal hearing, the Board shall submit a written response within five (5) working days to the grievant and the Union President.

E. Level V (Optional)

If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, the parties may mutually request to submit the issue to grievance mediation through FMCS. Any cost will be shared equally by the Association and the Board.

F. Level VI

Level IV and/or Level V shall represent the final contractual step of the grievance procedure under the contract for all grievances based upon any disciplinary action by the Board, up to and including suspension and/or termination. For all other grievances based upon an alleged violation, misinterpretation, or misapplication of the terms of this Agreement, a grievant may appeal an unfavorable decision at Level IV to binding arbitration.

- a. In order to perfect the appeal, a written demand for arbitration shall be submitted by the grievant to the Board Treasurer by hand delivery with the date of receipt noted or by mail with a return receipt requested, no later than fifteen (15) days from receipt of the Board's Level IV decision.
- b. Unless otherwise agreed by the parties to the grievance, the decision to utilize grievance mediation in optional Level V shall not affect the appeal timeline or affect the Level VI arbitration proceedings.
- c. The demand for arbitration shall fully specify the act or condition upon which the grievance is based, the date of the act or condition, the names and addresses of the affected parties, the contractual provision(s) alleged to have been violated, misinterpreted or misapplied and the precise remedy sought.
- d. If the parties are unable to mutually agree upon an arbitrator, then within ten (10) days after submission of the demand, the grievant may submit the demand to the Federal Mediation Conciliation Service (FMCS), with written notification of such demand to the Board Treasurer. The arbitration procedures and selection of the arbitrator shall be in accordance with the Voluntary Labor Arbitration Rules of the FMCS.

- e. The arbitrator shall have the authority to consider a single grievance or several grievances involving a common question of interpretation or application. Related grievances will be consolidated for hearing unless otherwise agreed by the parties to this Agreement.
- f. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement; nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or declarations of opinion which are directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogative involving Board discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
- g. The decision of the arbitrator shall be binding on all parties. In rendering a decision, if an issue of procedural or substantive arbitrability has been raised, the arbitrator shall first determine whether the grievance is arbitrable before deciding the merits of the case. Such decision may be rendered at the time of the hearing upon the sole discretion of the arbitrator.
- h. The fees of the arbitrator, in addition to the hearing room costs, court reporter etc., shall be borne by the losing party, i.e., the party that fails to prevail on any significant substantive issue presented for arbitration. If there is any doubt as to who is the losing party, the arbitrator will be responsible for determining which party is responsible for the costs.

**ARTICLE 5**  
**JOB POSTING – VACANCIES AND TRANSFERS**

1. A vacancy shall be defined as an opening in the bargaining unit created by the resignation, retirement, death, non-renewal or termination of a bargaining unit member or a newly-created bargaining unit position, which the Board decides to fill.
2. When filling vacancies within a classification, appointments will be made on the basis of classification seniority, unless the needs of the District otherwise dictate. A determination to vary from classification seniority in these instances shall not be arbitrary or capricious.
3. In filling all other vacancies, the Board will select the best qualified applicant. The basis for determination of a candidate's fitness for a position shall be the job description on file in the Administration Office at the time of the vacancy, all written evaluations, recommendations and reports along with personal interviews and any other relevant evidence of fitness. Candidates may be considered who are not current employees of the Board. Where two or more of the most qualified applicants under consideration for employment are determined, in the judgment of the Administration, to be equal in qualifications, then any internal applicants determined to be among the equally qualified will be given preference on a District seniority basis.
4. Nothing herein shall be construed to diminish the authority of the Superintendent under Ohio Revised Code Section 3319.01 to assign employees. Assignments and reassignments shall be made according to the needs of the school system.
5. All vacancies in bargaining unit positions shall be posted for a period of five (5) working days in all buildings. All interested and qualified present bargaining unit members who apply shall be considered and may be interviewed for the vacant position.
6. Any employee in the bargaining unit may apply for the vacancy by submitting written notice to the Superintendent within seven (7) working days of the date of posting.

**ARTICLE 6**  
**UNION RIGHTS**

1. Use of Buildings and Facilities

The Union will have the right to use the District's facilities where no conflict exists without cost to either party. The appropriate administrator will be notified in advance of the time and place.

2. Notification of President

Local 420 President shall be notified of all job postings and awards of positions by certified mail or hand delivery.

3. Wage Notice

The Board of Education agrees to provide, no later than August 1, a copy of the employee wage notice, which shall include the job classification, hourly rate, number of planned hours per day and number of days per year.

4. Release Time for Union Business

Paid release time may be granted to Union officials to address legitimate matters of Union business that cannot be conducted during non-work hours. Requests for such release time will be made to the Superintendent. Such paid release time will be granted to necessary participants when grievance meetings are scheduled during such employees' normal work hours.

The Union President and one other delegate may be released for a maximum of two (2) days with the approval of the Superintendent, provided the administration is notified in writing at least one (1) month prior to the date of the meeting to attend the Annual OAPSE Conference without loss of pay. All expenses incurred at such meetings are the responsibility of OAPSE members attending.

5. Union Security

A. In recognition of the Union's service to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment or within thirty (30) days following initial employment, either be members of the Union or pay their fair share in the financial support of the Union by paying to the Union a representation fee not in excess of the union dues. These deductions shall be the exclusive right conferred upon OAPSE as the recognized representative of the personnel as defined in Recognition contained herein.

1. Each bargaining unit/union member shall submit a union dues payroll deduction form once to the treasurer of the Board by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The treasurer shall have the form prior to making deductions. A form is not required for Fair Share Fee Payers.
2. The deductions shall be made in sixteen (16) by-monthly deductions starting with the first pay in October of each year.
3. These deductions shall continue from year to year automatically. The Association shall forward to the treasurer by October 1 each year the amount to be deducted, if changed from the previous year.
4. The first deduction shall be for local dues and shall be sent to the local treasurer with a report by name of the amount deducted. All succeeding

deductions shall be sent to the state OAPSE treasurer with a complete description by name of the amount deducted. A copy of the deduction report shall be sent to the local treasurer.

5. The Union agrees to indemnify and save harmless the Board any and all legal fees, court costs, and filing fees incurred by or through its counsel in enforcing or defending this section.

6. Fair Share Fee

A. In recognition of the Union's service to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment or within thirty (30) days following initial employment, either be members of the Union or pay their fair share in the financial support of the Union by paying to the Union a representation fee not in excess of the union dues. These deductions shall be the exclusive right conferred upon OAPSE as the recognized representative of the personnel as defined in Recognition contained herein. The following represent the rules and procedures for Fair Share fee:

1. The Board agrees to automatic payroll deduction, as a condition of employment, of an amount not to exceed the total dues of the Union from the pay of all bargaining unit members who elect not to become members of the Union, or who elect not to remain members. The amount of the fee shall be determined by the Union. The Board of Education shall be held harmless for payroll deductions that occur as a result as a condition of employment.
2. The Union shall notify the Board by September 16th as to when payroll deduction of such fair share fees shall begin. Dues rates and fair share fee rates shall be transmitted by the Union to the treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each. The Board Treasurer will deduct the Fair Share Fee from the paychecks of bargaining unit members who elect not to join the Union. The Fair Share Fee shall be equal for all nonmembers, and shall not exceed dues paid by members.
3. The Union recognizes its obligation to represent all members of the bargaining unit, fairly and equitably, whether or not they are members of the Union. The Union will keep the Board Treasurer advised at all times of : (a) the amount of dues, (b) the names of its members, and (c) the names of its members who pay their dues directly to the Union rather than through payroll deduction.
4. It shall be the responsibility of the Union to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to Federal law and provisions of R.C. 4117.09(C).

5. Failure of an employee to pay the required Fair Share Fee shall give the Union a right to bring legal action against the employee in a court of competent jurisdiction. No member of the bargaining unit is required by this Agreement to become a member of the Union.
6. Any person who objects to paying the Fair Share Fee because of religious beliefs shall be exempted from paying any Fair Share Fee or Union dues, as provided in R.C. 4117.09(C).
7. The Union agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees or dues; to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding; to provide legal defense for the Board in any such suit, claim, or administrative proceeding; and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding, including court costs. The Union shall designate counsel. The Board agrees to cooperate with the Union and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees.
8. All monies from Union memberships shall be remitted to the Union's Treasurer in a timely manner.
9. If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Union to collect the remainder after the final deduction, if the paycheck is insufficient to pay the dues owed. This provision shall not apply if appointment is ended due to the death of the bargaining unit member.
10. Unless or until a court of competent jurisdiction determines definitively the legality of payroll deductions for political action committees, the Board will agree to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in written authorization. Such authorization is voluntary, must be executed by the employee, and may be revoked by the employee at any time by giving written notice to both the Board and Union. The Board agrees to remit any deduction made pursuant to this provision to the Union once per month together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount being deducted during the period covered by the remittance.

**ARTICLE 7**  
**EMPLOYEE RIGHTS**

1. Layoff/Reduction – Recall

A. The parties agree that issues relating to the subcontracting of bargaining unit work is a matter that affects the terms and conditions of employment and would necessarily be addressed through negotiations should the Board determine the need to pursue such a course.<sup>2</sup> However, should a reduction in force or a layoff otherwise be required, it would be under the terms of this Article.

B. If by reason of lack of funds, lack of work, an emergency situation and/or as otherwise provided under law it becomes necessary to reduce the number of employees in a job classification, in whole or in part; the following procedures shall govern such layoff and/or subsequent reinstatement.

C. The number of people affected by reduction in the force shall be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.

D. When it becomes necessary to reduce employees, in whole or in part, by reasons as stated above, affected employees beginning with the start of the school year shall be laid off or reduced according to seniority within the classification, with the least senior employee laid off or reduced first. Classification Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment in their present classification. Employees affected by a reduction in force will be granted bumping status on the basis of classification seniority. An employee who is reduced from their classification may use their District seniority to bump to a classification which they have previously held. In the event that the Maintenance classification is reduced or eliminated the maintenance person shall have classification bumping seniority into the Custodial classification. However, bumping rights are not extended to custodial staff for bumping into maintenance.

E. Authorized leaves of absence do not constitute an interruption in continuous service, but time spent on such leaves shall not be calculated when computing continuous service. In case of identical dates of hire or appointment, seniority will be determined first by total length of continuous service with the District, second by the date on which the employee submitted his/her initial application for employment, and finally, by a coin flip.

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<sup>2</sup> Nothing herein shall be interpreted to interfere with the Board's right to continue to utilize contracted services for those operational functions which have traditionally been awarded to private vendors.

F. The classification areas in the event of layoff:

1. Library Paraprofessionals
2. Custodial
3. Sweeper
4. Maintenance
5. Food Service/ Courier
6. Secretarial
7. Duplication Services Worker (former Xerox Operator)
8. Transportation

G. Twenty (20) calendar days prior to the effective date of the reductions, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications and indicate which employees are to be reduced in whole or in part. Each employee to be affected shall also be given advance written notice of any reduction. Each notice shall state the following:

1. Reason(s) for the layoff or reduction;
2. The effective date of layoff or reduction; and
3. A statement advising the employee of his/her rights of reinstatement from the layoff or reduction.

H. After the posting of the contemplated reduction, but prior to the actual commencement of the reduction, the parties will meet for the purpose of discussing the reasons for the forthcoming reduction and any alternative actions which may be taken to lessen the impact of such a reduction on the District and/or its employees.

I. For the classifications in which the reductions occur, the Board shall prepare a reinstatement list and name all employees employed in that classification, who shall be placed on the reinstatement list in the reverse order of layoff or reduction. Nothing herein shall be construed as to prevent the Board of Education from exercising its right to non-renew an employee whose contract has been reduced in whole or in part in accordance with Ohio law.

J. The names of all employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse order of layoff or reduction. Reinstatement shall be made from this list before any new employees are hired.

K. A laid off employee shall remain on the recall list for one year unless he waives, in writing, his recall rights, resigns, fails to accept recall to a position in his classification, or fails to report to work within ten (10) working days after a written notice of recall sent to the employee. If reinstated from layoff or reduction during this period, such employee shall retain all previous accumulated seniority. Notice of reinstatement shall be made by certified mail. Any employee being called back from layoff or

reduction will immediately be reinstated to the appropriate rate of pay. The appropriate rate of pay shall be considered to be the step of the employee's step at the time of layoff or reduction.

- L. Short term employment of thirty (30) days or less may occur during a classification layoff or reduction in the event of an emergency. Laid off or reduced employees will be offered such employment within their job classification before going to outside sources. Refusal of laid off or reduced employees to accept such short term employment shall not be cause to remove their names from the reinstatement/recall list.
- M. Laid off employees shall be called, by seniority, to work as substitutes in the classification from which they are laid off. These employees shall be paid at the substitute rate for such work. Bargaining unit members whose contracts are suspended, in whole or in part, shall remain on a recall list for a period of one (1) year, unless he/she waives reinstatement rights in writing, fails to accept recall, or fails to report to work within five (5) days of receiving written notification of recall.

2. Discipline Procedure/Due Process

- A. No bargaining member shall be suspended, terminated, or transferred or reduced for disciplinary reasons except for appropriate cause, including incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of provisions of this Agreement, or any other failure of good behavior, and any acts of misfeasance, malfeasance, or nonfeasance.
- B. Before a member of the bargaining unit may be suspended without pay, terminated, or transferred or reduced for disciplinary reasons the following procedure shall be followed:
  - 1. The employee shall have the right to a hearing to be conducted by the Superintendent or his/her designee. Prior to such hearing, the employee will be given written notice containing specific charges and potential outcomes. This hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a Union representative. The employee shall have not less than twenty-four (24) hour notice of the time and place of the hearing. Failure of the employee to attend at the time and place indicated in the notice, unless mutual agreement is reached on an alternative date, shall be deemed to be a waiver by the employee of his/her right to such hearing.
  - 2. At the hearing, the employee shall be given the opportunity to respond by way of explanation or defense to the charges asserted against him/her.

3. If in the judgment of the Superintendent or his/her designee, the nature of the charges against a member are such that the member should be removed following the preliminary hearing, the member may be suspended without pay pending final resolution of the disciplinary proceedings. If upon final resolution of the disciplinary charges the member is restored to employment, he/she shall be paid his/her regular pay for the period of the suspension.
  4. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The parties shall be notified in writing of any action taken.
  5. Following the hearing, the Superintendent or his/her designee may impose a disciplinary transfer or a suspension of five (5) or less working days, or may recommend to the Board the suspension of more than five (5) working days, a disciplinary reduction or termination. The Superintendent or his/her designee shall furnish such bargaining unit member with a copy of his/her order and/or recommendation, which shall state the reasons therefore.
  6. If the Superintendent or his/her designee recommends a suspension of more than five (5) working days, or a disciplinary reduction or termination of a member, such recommendation shall be presented to and acted upon by the Board, which may affirm, reject or modify the recommendation of the Superintendent or his/her designee. Prior to such determination the employee shall have the right to a hearing before the Board of Education.
  7. If the Board upholds the decision of the Superintendent or his/her designee to impose a suspension of more than five (5) working days, a disciplinary reduction or termination of the employee, the employee may appeal such action in accordance with Revised Code Section 3319.081. All other disciplinary actions may be appealed under the Grievance Procedure beginning at Level III, but may not be appealed beyond Level V.
  8. Any notices, copies of orders or recommendations required by this Article to be served upon an employee shall be served in person; provided however, in the event the employee is on any type of leave or is absent without leave when service is attempted then such service shall be by certified mail sent to the employee's last address as shown on the Board's records. In that event, service is deemed complete 72 hours after mailing.
- C. Any employee receiving a written reprimand or a notice that is disciplinary in nature shall receive a copy of the reprimand or notice. The

employee will be asked to sign the reprimand or notice to verify receipt; however, the employee's signature shall not be construed to imply agreement or disagreement with the contents of the reprimand or notice. If the employee does not sign the reprimand or notice, the document shall be so noted and filed.

## **ARTICLE 8 PAY PROCEDURES**

1. Classification/Salary Schedule Placement
  - A. All new employees will start at step 0 of the salary schedule. Any employee moving from his/her present position (including salary schedule) to a higher paying position either in the same or a different classification shall move laterally across to the appropriate step of the new salary schedule (e.g. cook on Step 3 - Cooks' salary schedule moving to Head Cook would move to Step 3, Head Cook Salary schedule). They would retain the system seniority they had by way of step placement.
  
2. Overtime
  - A. An employee shall receive one and one-half (1-1/2) times their hourly rate for all hours worked in excess of forty (40) hours in one work week. Overtime will be offered to regular employees in the classification in which the work is to be performed, by seniority in the building first on a rotating basis, then to regular employees in the classification in other buildings. A rotation list will be posted in a conspicuous place for all employees to view. The rotation list shall be in seniority order by classification in each building.
  - B. All overtime work must have the prior approval of the immediate supervisor or the Superintendent.
  - C. A normal work week shall be defined as Monday, 12:01 a.m. through Friday, 12:00 midnight for all bargaining unit positions, unless the needs of the District determine that an adjustment is necessary.
  - D. Any employee who is asked to work on a holiday shall receive time and one-half (1-1/2) their regular rate of pay, in addition to holiday pay.
  - E. Any employee shall have the right to reject any offer or request for overtime, call back, or call in time except in case of emergency as determined by the Superintendent and where no qualified bargaining unit member substitute within the classification is secured.
  - F. Any employee called in at a non-regularly scheduled shift time or called back after a regularly scheduled shift time shall be paid a two (2)-hour minimum but will be required to perform work for no less than two (2) hours.

- G. Any employee performing an "alarm drop" shall be paid one (1) hour minimum.

3. Meeting Attendance

- A. In the event any employee is required by his/her supervisor and/or the administration to attend any meetings outside of the normal work day of the employee, he/she shall be paid for all such time spent at their regular hourly rate.
- B. This article does not apply to any meetings which the employee must attend to maintain eligibility or certification qualifying him/her to perform his/her job's responsibilities, as stipulated by state and/or county requirements over which the local Board of Education exercises no control.
- C. Employees required by their supervisor or administrator to attend any meetings as per "A" above shall be compensated on the next regular pay. Employees required to attend these meetings shall be notified in writing that such meeting is mandatory.

4. Cafeteria Personnel

- A. Cafeteria personnel will be scheduled to work for 5.5 hours per day for 180 days.
- B. Cafeteria personnel, head cook or cook, who have received 15 hours certification credit, and who have presented evidence of same to the Superintendent shall receive \$.05 a one time per hour more.
- C. There will be a head cook at each school.
- D. If for any reason the cafeteria should be closed, no outside company or private firm can be brought in to re-open and serve food to the students.
- E. Any food served and prepared outside of regular lunches will be paid for by the sponsoring group including salaries at time and one – half (1 ½) the regular hourly rate.
- F. The Xerox box mileage will be paid by the Board at the IRS rate in effect at the time of the travel.
- G. Cafeteria personnel may request information and training required to cook special dietary meals.

- H. There will be no free food for any school personnel.
- I. Head cooks who participate in monthly inventory will be reimbursed one hour a month at their regular hourly rate.

J. Banquet Pay

1. When an organization requests the use of the kitchen or kitchen equipment, one or more of the cafeteria employees will be assigned to supervise and assist in the use of the kitchen. Cafeteria employees shall receive extra assignments according to seniority and on a rotation basis, and be paid a minimum of two (2) hours.

2. The number of persons assigned will be determined by the Superintendent.

3. All food service employees who are asked to work at banquets or other extra activities shall be compensated at time and one-half (1 ½) of their regular hourly rate.

5. Custodial Personnel

Afternoon custodians will be given first opportunity to replace a full day absent day turn custodian, unless an extra-curricular event is scheduled on the same day.

Sweepers who substitute as custodians will be paid at the sweepers regular rate of pay.

6. To the extent that the Board determines that extra custodial, maintenance, and/or clerical work cannot be performed by regular bargaining unit members during the summer months, such work shall be offered to interested and qualified regular bargaining unit members working less than twelve months. Current bargaining unit members working less than twelve months. Current bargaining unit members who desire extra work shall sign a roster prior to May 1 of each school year. Summer work will be offered on the basis of District seniority and paid at the custodial sub rate determined by the Board. After interested, qualified and available bargaining unit members have signed the roster, the Board is free to hire from outside the bargaining unit with no further limitations.

7. Pay Day

All employees' pay shall be paid over a twelve (12) month period in twenty-six (26) payments on alternating Fridays. Effective with the beginning of this contract, all employees shall be paid through direct deposit with paper notification.

8. Calamity Days

All classified employees shall be paid time and one half (1 ½) their regular rate of pay for all hours worked on a calamity day, in addition to calamity day pay. Employees shall be offered work on a calamity day according to a schedule of rotation, based upon building seniority, if the Superintendent determines such work is necessary. To the extent that make-up dates for calamity days are scheduled in accordance with the determination of the state, employees are required to work on such dates and no employee will receive additional pay for these dates.

9. Shift Differential

All employees working the afternoon shift (commencing after 3:00 p.m.) shall be paid a shift differential of the 10 cents per hour, which shall be added to the employees' regular rate of pay (excluding bus drivers).

10. Custodians may be required to work their normal shift if an extracurricular event occurs during school break periods (winter, spring).

**ARTICLE 9  
TRANSPORTATION**

1. Bus Drivers

A. Discipline.

1. The bus driver shall be responsible for the maintenance of appropriate order for students riding their bus. Any student that cannot be controlled by the bus driver shall be referred to the administration for disciplinary purposes.
2. To assist the principal in supporting the bus driver in bus related misbehavior the bus driver must:
  - (a) Bring the accused to the office.
  - (b) Immediately, but in no case later than 24 hours, file a discipline referral form with the building principal stating the offense.
  - (c) Be present and able to attend all bus related misbehavior hearings.
  - (d) Research the offense enough to be certain the person accused is the guilty party.
  - (e) Understand that unless the offense is a major violation, the student and parent of the student will, in most cases, be warned on the first violation.
  - (f) That the building principal is the final authority figure who will deal out any and all punishment.

3. Drivers are to receive a written notice when a student (passenger) is denied riding privileges.
- B. Regular runs: Available regular drivers are to be used prior to the utilization of substitutes when it is determined that an assigned driver is going to be off more than one week, and additional driving (paid) time becomes available.
- C. Rotation of Bus Drivers – Extra Trips: Drivers must state in writing at annual bus meeting each school year if they will or will not be included on the rotation list for extra trips – no trips; all trips; day trips (before 4:15p.m.); night trips (after 4:15 p.m.). Rotation list is by seniority rank. If a field trip interferes with the driving of regularly scheduled routes, a substitute bus driver is to be used. The decision of whether to use a substitute driver shall be that of the Superintendent on field trips where the time schedule for regular routes may not be met.
- D. Track and cross country coaches shall be allowed to drive for their respective sports so long as no more than 9 participants are traveling to the event.
- E. Bus Breakdowns: If, for whatever reason, a bus should break down during or immediately prior to a run and there are no spare buses available; and, for whatever reason, the bus cannot be repaired within 30 minutes, any driver that is requested to help complete the run must do so at the rate of pay scheduled for extra runs.
- F. Bus drivers may not trade trips or safety inspections unless the bus supervisor is notified before the trip is taken.
- G. It shall be the obligation of each driver to check the form box at the high school twice weekly to pick up pertinent materials.
- H. If, for any reason, the school's regular insurance carrier will not insure a bus driver, the driver's contract is terminated.
- I. If, at any time, a bus driver has six (6) or more points against their license, their contract is terminated.
- J. After a substitute bus driver works ten (10) consecutive days at an individual job station, the substitute may be put on the regular driver's trip rotation, and may take trips previously assigned to that driver.
- K. The position of Bus Driver Trainer shall be established and that employee's duties shall be determined by the board as outlined by the State of Ohio. Salary shall be at the employee's regular hourly rate.
- L. In the event of an emergency occurs during school when students must be sent home by bus and a regular bus driver cannot be contacted and a

substitute is called, the regular driver shall receive his/her regular pay. In case of pending inclement weather, drivers are asked to call or check in to see what the status is for a possible early dismissal.

- M. If a driver is held over at school for an emergency (no electric/water/heat, etc.) the driver will be paid regular rate of pay for the time spent waiting.
- N. If drug or alcohol testing takes place in our school district the employee will be paid one (1) hour at the regular rate. If the drug or alcohol testing takes place outside of our school district the employee will be paid two (2) hours at his/her regular rate for time incurred.
- O. No outside busing will be brought in without an agreement from the President of the union.
- P. The Board will pay for supplies necessary to keep the buses clean.
- Q. While on the job a bus driver fails a drug or alcohol assessment the driver shall be immediately suspended, with pay, pending a review by the Board of Education and a representative of the union. Such review shall be held within thirty (30) calendar days of the incident.
- R. Field Trip/Athletic Trip Procedures
  - 1. A field trip/athletic trip shall be defined as any trip over and above those trips normally scheduled to transport the student to and from school. If a field trip overlaps with the regular daily routes of drivers, it will be offered to a substitute.
  - 2. A bus supervisor is to rotate the assignment of field trips among all drivers. The rotation is to follow the seniority list, and is continuous from year to year. Available drivers refusing trips will be placed at the bottom of the seniority rotation list.
  - 3. Trip tickets will have an itinerary attached that shows all stops to be made on the trip.
  - 4. All field trips shall be paid at the employee's current rate. Athletic trips shall be paid at the base rate for time driving the bus with a minimum of one (1) hour for each trip, at the rate of \$10.50 per hour for time not driving the bus.
  - 5. Reasonable prior notification will be given for available extra trips, whenever practical.
  - 6. Substitute drivers are not to be used for extra trips unless regular drivers are not available. Regular drivers are not "available" for trips occurring during their normal route times.

7. Should a driver report for an extra trip and the trip is cancelled after has reported for work, the driver will receive two (2) hours at his/her regular rate. The driver will not lose his/her spot in the rotation.
8. In all other instances, the assigned driver shall be charged with the trip and moved to the bottom of the seniority rotation list.
9. In the event a field trip is available and offered to a driver on top of the rotation list, but the driver already has a field trip scheduled for that day, the driver will not be charged for declining the second trip.
10. **Route Coverage Pay**  
  
In emergency situations and/or when substitutes are not available, drivers will receive additional route coverage pay when they are assigned to drive the route of another driver in addition to their regularly assigned route. If a full route is picked up by the driver, they will receive pay for an additional run (1.25 hours). For partial routes picked up by a driver, they will receive pay for one-half of an additional run (.625 hours).
11. Any extra trips shall not be offered to a bus driver when their hours are projected to exceed 40 hours per week.
12. A driver cannot take any additional trips on a day in which they use a full sick day.
13. Drop off trips on weekends only will be paid at a minimum of two (2) hours.

S. Weather Pay

The Board agrees that any driver who exceeds the established total hour per diem time on any work day due to inclement weather shall be paid the regular hourly rate for all extra time. Pay will be at the driver's established hourly rate upon verification by the supervisor.

- T. Any trip requiring an overnight stay must have prior administrative approval.
- U. Motor heater allowance will be one hundred dollars (\$100.00) annually and will be paid on or before April 30th.
- V. Establishing Routes and Pay

1. Times and routes will be established from the previous year for the month of September. Times and routes will then be established by October for the remainder of the school year. These times shall

remain in effect until October of the following year. Drivers will be paid two and one-half 2 (1/2) in the a.m. and two and one-half 2 (1/2) in the p.m. (including pre-trip). Once the route has been established, management shall have the right to add or delete portions of a route based upon bus capacity, time and other needs of the District.

2. Prior to the beginning of the school year, all contractual drivers will be provided with access to information concerning all bus routes, including Kindergarten routes.
3. All regular routes, regardless of actual driving time on the a.m. and p.m. shall be considered to be two and one-half (2 ½) hours in the a.m. and two and one-half (2 ½) hours in the p.m. for the purposes of sick leave, personal leave, and extra trips. All bus drivers that are required to perform beyond five (5) hours in their day shall be paid at the bus drivers' regular hourly rate of pay for all hours worked.

W. Bus Driver's Certification

The Board will pay the cost for any state mandated tests, license, fees, certificates, etc.

X. Re-Certification

Re-certification of school bus drivers shall be in compliance with Rule 3301-83-10(F) of the Ohio Administrative Code.

Y. Bus Drivers' Meetings

When a driver is required by the immediate supervisor to attend meetings occurring outside of their regularly scheduled day, the driver will be compensated at the regular rate of pay. Payment shall be made by the next pay period.

2. Drug and Alcohol Testing

A. The parties shall comply with the Omnibus Transportation Employee Testing Act of 1991 and the rules published by the Federal Highway Administration (FHWA) and the U.S. Department of Transportation (DOT). The Board will conduct drug and alcohol testing in accordance with the Act and the subsequent rules. The Board is responsible for implementing and conducting the testing program. Cost of this testing will be in accordance with the procedures set forth above. The Board will pay the employee his/her regular hourly rate for any and all time involved in testing.

B. The possession, transfer, sale, or use of alcohol, illegal drugs or other intoxicants on the Board's premises, including Board-owned vehicles,

during working hours will not be tolerated. Any employee who possesses, transfers, sells, or uses alcohol or illegal drugs during working hours may be disciplined, up to and including termination.

- C. All employees will be informed of the causes for testing and the testing procedures.
- D. The testing shall be done by a lab which meets or exceeds the standards of the National Institute on Drug Abuse (NIDA) and/or the scientific and technical guidelines for Federal drug testing programs and standards for urine drug testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services (53 Fed. Reg. 11970 4/11/88).
- E. In addition to the above, an employee shall be immediately terminated for any of the following:
  - 1. Refusal to submit to a screening or confirmatory test.
  - 2. Refusal to submit to the approved rehabilitation program of the Employer.
  - 3. Failure to complete the approved rehabilitation program.
  - 4. Testing positive for an illegal drug. (For purposes of this section "illegal drugs" are those prohibited by the Act and obtained by the employee without a valid prescription.)
- F. An employee may notify the Employer prior to submitting to any drug or alcohol test that he/she believes that he/she may have a problem with drugs or alcohol. Upon receipt of such notice, the employee may be afforded the opportunity to enter a rehabilitation program approved by the Employer. If granted, and the employee successfully completes the rehabilitation program, he/she will be restored to his/her employment. The cost of this program shall be borne by the Employee's medical insurance carrier.
- G. Persons whose test result for alcohol is greater than a concentration of more than four hundredths (.04) of one-percent (1%) by weight of alcohol in the person's blood or a concentration of four hundredths (.04) of one-percent (1%) by weight of alcohol in the person's breath may be afforded the opportunity to enter a rehabilitation program approved by the Employer. If the employee successfully completes the rehabilitation program, he/she will be restored to his/her employment. The cost of this program shall be borne by the Employee's medical insurance carrier.

Should an employee have sufficient sick, personal or vacation days to cover his/her absence during the time that he/she is enrolled in a rehabilitation program, the employee shall be entitled to apply these

days toward the period of absence. Should the employee not have sufficient paid days off during his/her enrollment in rehabilitation, the employee may request an unpaid leave of absence from the Board in accordance with this Agreement.

H. Upon successful completion of the rehabilitation program, the following procedure will apply:

1. Prior to returning to work, the employee must provide the Employer with written documentation from the director of the rehabilitation program in which he/she has been enrolled that the employee is able to return to work.

2. Prior to returning to work, the employee must provide the Employer with the results of a test for alcohol he/she has taken which indicates the concentration of alcohol is less than two hundredths (.02) of one-percent (1%) by weight of alcohol in the person's blood or a concentration of alcohol is less than two hundredths (.02) of one-percent (1%) by weight of alcohol in the person's breath.

3. Should the employee test positive after his/her return to work, he/she will be immediately terminated.

1. The cost of testing will be borne in the following manner:

1. Random Testing Cost to be borne by the Employer

2. Confirmatory Test Cost to be borne by the Employer if the test is negative; in case of a positive result, the cost is to be borne by the Employee if the confirmatory test is positive, then the Employee shall report for retesting immediately upon notification. The Employee will pay the cost of this second confirmatory test, if the test is positive. If the test is negative, then the Employer shall pay the cost of the second confirmatory test.

3. Post-Accident Test: Cost to be borne by the Employer except if the Employee is cited and/or the test is positive.

4. Return to Work: Cost to be borne by the Employee.

**ARTICLE 10  
LEAVES**

1. Sick Leave

- A. Each employee shall accumulate sick leave at the rate of one and one-quarter (1¼) days per month (15 per year). The accumulation of sick leave will be unlimited.
- B. Employees may use sick leave for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which can be communicated to others, and for absence due to illness, injury, or death in employee's immediate family. Sick Leave shall be granted in increments of not less than one-quarter (¼) day.
- C. Immediate family is defined as father, mother, husband, wife, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren, or other relative living in the employee's household.
- D. All new employees who do not have transferable accumulated sick leave and any regular employee who has exhausted his or her accumulated sick leave shall be advanced no more than five (5) days of sick leave each year to be charged against the sick leave he/she subsequently accumulates.
- E. If the employee terminates employment prior to earning five (5) days advanced sick leave, the Board is authorized to deduct from the employee's final salary an amount equal to the number of days paid in excess of the actual sick leave earned at the date of termination of services provided the employee has compensation due as of such date.
- F. Employees on Sick Leave for four (4) consecutive days or more may be required, upon request, to submit satisfactory medical documentation generally evidencing the existence of facts entitling the employee to Sick Leave.
- G. No more than 120 days of accumulated sick leave from any public service may be transferred to the Maplewood Schools as provided by law.
- H. Any unauthorized absences or falsification of sick leave may result in severe disciplinary action up to and including termination. An unauthorized absence is defined as any missed day that does not qualify for sick, FMLA or personal leave.

## 2. Personal Leave

- A. Personal leave may be used for transacting personal affairs that cannot be transacted at any other time. It cannot be used to work another position for compensation.
- B. Three (3) unrestricted personal days shall be permitted per school year so long as requests are filed three (3) days in advance of the requested day; no more than one (1) employee per classification per building on an unrestricted day at any one time, and unrestricted days become restricted days as of May 1st in any year.
- C. Effective May 1<sup>st</sup>, these three (3) restricted days may not be used as follows:
  - 1. In place of sick leave.
  - 2. The day before or after a vacation during the school year.
  - 3. As vacation.
  - 4. To work at another position.

After the last student day, the three personal days become unrestricted per 2A.

- D. The Superintendent will respond in writing to all personal leave requests whether approved or disapproved, and if disapproved, stating the reason.
- E. Two or less unused personal days can be rolled over to sick days at the end of the contract year.
- F. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted personal or other approved paid leave nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave. The discretionary decision of the Board to allow such unpaid leave in any instance shall not be deemed as precedent or relevant with regard to any subsequent request.

## 3. Unpaid Leave

- A. Consistent with Ohio Revised Code Section 3319.13, the Board may grant to any employee a leave of absence without pay for a period of not more than twenty-four (24) consecutive months for education or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon request, such leave may be renewed by the Board.

B. Parental Leave

Any employee who is adopting a child under the age of six (6), becoming a parent, or becoming a custodial guardian of a child under the age of six (6), shall be, upon request and on the conditions set forth below, granted a parental leave of absence without pay or benefits.

1. The parental leave shall begin at any time after filing the application for leave. Such leave shall be for the remainder of that school year or for the remainder of that semester.
2. Application for parental leave shall be in writing, and shall contain a statement of the expected date of birth or, in the case of adoption, the date of obtaining custody, the date on which the leave is to commence and the date the employee anticipates return to service.
3. Such return date shall be the beginning of the next succeeding school year or semester unless the employee makes a mutual agreement with the Superintendent to return earlier. If an employee would like to return other than at the beginning of the next succeeding school year or semester, upon the employee's request the Superintendent or his/her designee shall meet with the employee to discuss the possible return date.
4. Requests for leave shall be filed with the Personnel office at least thirty (30) calendar days prior to the beginning of requested leave unless (in the case of adoption or unusual conditions) it is impossible to do so. If the thirty (30) day notice cannot be given, it is the employee's responsibility to notify the Personnel office as soon as possible.

C. When a medical or non-medical leave of absence is granted, the employee shall be returned to the same position held before the leave.

D. Nothing herein shall be considered to create an expectation that unpaid leave will be granted, or in the case of illness or disability, renewed as to any bargaining unit member who has exhausted all available leave, nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave.

E. Family and Medical Leave

The Board shall provide Family and Medical Leave in accordance with federal law and its implementing regulations. Each eligible employee is entitled to up to 12 work weeks of FMLA leave in any 12-month period. The employee must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under federal law. The 12-month period is measured forward from the date an employee's first FMLA leave begins.

4. Jury Duty

- a. Bargaining unit members called for jury duty shall notify his/her immediate supervisor and the Superintendent at the earliest possible time. Such notification should indicate the court assignment and probable duration of the duty.
- b. Employees shall not lose any salary due to jury duty provided the employee submits verification of such service is presented to the Treasurer's Office on the employee's next work day.

5. Leave for Court/Deposition Appearances

- a. Employees who are compelled by subpoena to testify in a deposition or court action shall not lose any salary or pay for complying with such subpoena only in those circumstances where the administration determines that the basis for the subpoena appropriately results from or concerns matters arising out of the proper performance of the employee's duties with the District. In no case will paid leave under this provision be permitted where the employee is a plaintiff in a civil action or a defendant in a criminal action.
- b. Employees seeking paid leave under this provision must first obtain the approval of Superintendent, or his/her designee, whose decision will be final and not subject to the grievance procedure. Paid leave is available under this provision only after and employee has exhausted his/her available personal leave.

6. Assault Leave

- a. Employees absent from work due to a physical condition and/or serious emotional condition resulting from an unprovoked assault occurring in the course of employment with the Board shall be eligible to receive assault leave.
- b. Assault leave shall be limited to a maximum amount of 20 work days per incident. During such leave, employees will be maintained on full pay status.
- c. Assault leave shall be granted according to the following procedures:
  - 1. An employee requesting assault leave must provide a signed statement describing the factual circumstances of the assault and the nature of the physical condition and/or serious emotional condition resulting from the assault.
  - 2. The employee will also provide a licensed physician's statement verifying that the physical condition and/or serious emotional condition necessitates absence from work and stating the nature of

the condition(s) and indication expected duration of the need to be absent from work.

3. The Board reserves the right to seek another evaluation from a licensed physician to confirm or refute a physical condition and or serious emotional condition necessitating an absence from work. Said evaluation will be conducted at the expense of the Board.
  4. Employees requesting assault leave must agree to file a report with the appropriate police department(s) against the person or persons alleged to have been responsible for the assault and must further cooperate with the Board of Education in any investigation of the assault.
- d. If an employee's assault leave is exhausted, sick leave may be utilized for any extended absences and/or an unpaid leave may be requested for medical reasons.
  - e. Employees required to testify as a result of the filing of criminal charges will be eligible for paid leave pursuant to paragraph G., above.
  - f. Falsification of any information required under this provision shall be grounds for disciplinary action, up to and including termination of employment.

7. Bereavement Leave

In the event of a death in the employee's family (as defined above in Paragraph 1. C., above), employees will be granted three (3) days of bereavement leave, which shall not be deducted from the employee's accumulated sick leave balance.

8. Military Leave

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

9. Perfect Attendance Bonus

For employees working less than twelve (12) months, the Board will provide a perfect attendance bonus for employees who do not utilize any sick or personal leave during the contract year in the amount of one (1) day's pay at the employee's individual per diem amount. For twelve (12) month employees, the perfect attendance bonus will be paid for either no use of personal or sick leave, or if only one (1) day is used of either sick or personal leave.

**ARTICLE 11**  
**SEVERANCE PAY/RETIREMENT PICK-UP**

1. Severance Pay

- A. A bargaining unit employee with at least ten (10) years of continuous service with the Board who elects to retire to S.E.R.S. shall receive in one lump sum one-fourth (25%) of the value of their accrued and unused sick leave to be paid from the general fund to a maximum of sixty five (65) days. For all accumulated sick leave days over 260 the employee shall receive an additional severance payment equal to \$20.00 per day over that amount.

Example : 300 unused sick days  
          -260 used to create 65 per diem days  
              40 days left  
Severance = 65 days @ per diem  
              40 days @ \$20.00

- B. The pay under Item A above shall be based on the employee's per diem rate of pay at the time of retirement, exclusive of any supplemental contracts, and shall eliminate all sick leave credit accrued but unused by the employee at the time payment is made.
- C. Payment shall be made upon presentation of written evidence of approval of retirement eligibility from S.E.R.S. Such evidence must be submitted within six (6) months of the employee's last working day. Payment will be made within 60 days of submission of the required documentation.

Any classified employee who dies prior to his/her retirement shall have his/her severance pay benefits paid to the deceased employee's life insurance beneficiary. Employees must be actively employed the year of retirement.

2. Retirement Pick-Up

The Board will designate that mandatory contributions of all unit members to the School Employees Retirement System of Ohio designated as "picked-up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they will continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

**ARTICLE 12  
VACATIONS/HOLIDAYS**

1. Vacations

- A. All full-time non-teaching employees working twelve months shall be entitled to vacation days after service of one calendar year with the Maplewood Board of Education. Vacations shall be taken annually from July 1 through June 30 and annual vacation calculations will be made on that basis. Upon completion of his/her first calendar year of employment, an employee shall be allocated a fractional number of the ten minimum days proportionately equal to the number of days remaining between the end of his/her first year of employment and the following July 1, said vacation days to be taken prior to that July 1.<sup>3</sup>—Vacations must be scheduled with the employee's immediate supervisor at least two weeks in advance. Vacations days will be permitted to be taken one (1) day at a time. No more than one bargaining unit member from each classification, per building, will be granted vacation at one time. Bargaining unit members may lock in weeks or days by scheduling them on a vacation calendar with the OAPSE President in March of the previous school year. This will be done on a seniority basis. Vacation days may not be approved five working days prior to the first student day after summer vacation.
- B. The following schedule shall be applicable for full-time employees, beginning July 1, 2007:

<u>Length of Service</u>	<u>Vacation</u>
1 year to 5 years	2 weeks
6 years to 10 years	3 weeks
11 years to 15 years	3 weeks + 1 day per yr. (Total maximum of 20 days)

- C. Vacations may be taken at any time during the year.

2. Holidays

- A. All eleven (11) and twelve (12) month employees receive the following paid holidays, assuming that the employee accrues earnings the last scheduled day before and the first scheduled day after each holiday:
-

New Years' Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

B. All nine (9) and ten (10) month employees receive the following holidays:

New Years' Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Christmas Day

Labor Day  
Thanksgiving Day  
Christmas Eve

### **ARTICLE 13 SENIORITY**

1. District seniority is defined as the length of continuous service as an employee of the Maplewood Schools. Classification seniority shall be defined as the length of continuous employment in an employee's present job classification as computed from employee's most recent date of entry into the job classification.

In the event of consolidation, merger, or coming together of more than one school system into the Maplewood Local School District, the present employees within our school system shall retain their present seniority and positions to the extent practical and/or as provided by law.

2. The Administration shall make available to the Association a current seniority list of all bargaining unit employees, one each calendar year, by October 30<sup>th</sup>.

### **ARTICLE 14 WORKER'S COMPENSATION**

1. All employees covered under this Agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be immediately reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Worker's Compensation. Employees shall report all unsafe or unhealthy working conditions to their supervisors as soon as possible. The failure to comply with this requirement may result in disciplinary action.
3. The Board agrees to continue to provide and pay any premiums for medical insurance in effect on said employee at time of job related injury to the extent required by law.

**ARTICLE 15  
HEALTH AND SAFETY**

1. Hot Weather Hours

During summer session, all custodians shall regularly be scheduled to work 7:00 a.m. to 3:00 p.m. Mon-Fri. unless otherwise modified with prior approval of Superintendent.

2. At the discretion of the Superintendent, staff may be notified of any contagious or communicable disease. The same communication given to day shift will be given to afternoon shift.

**ARTICLE 16  
COMPENSATION AND BENEFITS**

1. Health Insurance/Medical/Prescription/Dental

- A. Bargaining unit members employed by the District on or before July 1, 2007, will be entitled to District Insurance coverage by paying the following percentage of the Board's cost:

35 to 40 hours:	5%
over 20 less than 35 hours:	10%

- B. Bargaining unit members employed by the District after July 1, 2007, will be entitled to coverage by paying the following percentage of the Board's cost:

35 to 40 hours:	5%
over 20 less than 35 hours	20%

1. Family coverage will continue only to be available to an employee who is the principal wage earner for the family. In the event of a change in marital status, or if an employee's spouse involuntarily loses his/her status as principal wage earner, the employee may enroll or re-enroll in the District coverage as set forth above.

A current employee who does not qualify for insurance under the head of household provision may with verification become eligible when their spouse retires. The following conditions must be met:

1. The employee must work a minimum of 20 hours per week.  
and
2. The premium to continue on the retired spouses insurance is more than \$100 per month.

Upon meeting the conditions above, the employee becomes eligible to enroll for single coverage only in PPO #2 and have a premium contribution of 40%.

2. Employees who provide the Board with notification of SERS retirement for a date certain, will immediately be deemed eligible for insurance coverage as set forth above.
3. Insurance Rebate – Bargaining unit members eligible for District health insurance coverage as set forth above, may, in lieu of such coverage and upon request, receive a payment equal to 12% of annual board paid premium. Bargaining unit members interested in receiving the rebate must notify the office of the Treasurer in September of the prior year. Payment will be made in the 2<sup>nd</sup> pay in September, only to those Bargaining unit members who have remained off the District's health insurance plan for the entire contract year.
4. Dental Rebate – Bargaining unit members eligible for District dental insurance coverage as set forth above, may, in lieu of such coverage and upon request, receive a payment of \$100.00. Bargaining unit members interested in receiving the rebate must notify the office of the Treasurer by in September of the prior year. Payment will be made in the 2<sup>nd</sup> pay in September, only to those Bargaining unit members who have remained off the District's dental insurance plan for the entire contract year.
5. Premium Holiday: For any premium holiday the District receives, employees on the insurance will be reimbursed a stipend of \$200 for single; \$400 for family for the life of this contract.

2. Compensation:

- A. Salary Schedules – all secretary salary schedules will have the same salary rates.
- B. Class I Water Supply Operator

At the discretion of the Superintendent and upon meeting all requirements set forth by the Ohio EPA, a Class I Water Supply Operator may be selected. An annual stipend of \$3000.00 shall be paid through regular payroll in two payments.

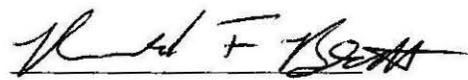
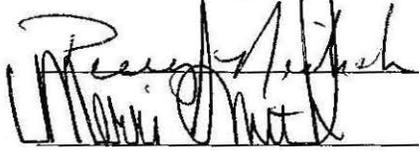
- C. Building secretaries to perform sub calling for additional annual stipend of \$800 to be paid through regular payroll in two payments.
- D. Life insurance -- \$50,000 coverage for all regularly employed bargaining unit members.
- E. Longevity: \$500 at Year 18  
Additional \$600 at Year 23
- F. Wage Increases
  - July 2013 0.20
  - July 2014 0.25
  - July 2015 0.25

**ARTICLE 17  
DURATION**

This Agreement shall be effective from July 1, 2013, through June 30, 2016 and supersedes and cancels all previous agreements, verbal or written, between the Board and the Union, and constitutes the Entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this Agreement.

BOARD OF EDUCATION  
OF THE MAPLEWOOD LOCAL  
SCHOOL DISTRICT

OAPSE LOCAL #420



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APPENDIX A

GRIEVANCE FORM  
Level Two/Three

Name of Grievant \_\_\_\_\_ Date of Filing \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date of Level I Meeting \_\_\_\_\_

Date of Level II Meeting (if applicable) \_\_\_\_\_

Statement of Grievance: (Include complete details of the grievance and a concise statement of the facts underlying the alleged grievance, the provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied, including the date, time and location of occurrence).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested (Include the precise nature of the relief requested):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Supervisor/Principal/  
Superintendent/Designee \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX A

GRIEVANCE DISPOSITION FORM

To: \_\_\_\_\_ Date: \_\_\_\_\_

This is to inform you that your grievance filed on \_\_\_\_\_ at Level \_\_\_\_\_ was disposed of as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Hearing: \_\_\_\_\_

Participants in Hearing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal/Supervisor/Superintendent/Designee's Signature

\_\_\_\_\_

Date \_\_\_\_\_

Received by Grievant/Representative

Date \_\_\_\_\_

Signature \_\_\_\_\_

		<b>2013 - 2014 SCHOOL YEAR</b>	<b>2013-14 Hourly + .20</b>	<b><u>Daily</u></b>	<b><u>Yearly</u></b>
<b>I.</b>	<b>CUSTODIANS</b>	(8 hours per day - 260 days - 2080 hours)			
		1st year	15.39	123.12	32,011.20
		2nd year	15.52	124.16	32,281.60
		3rd year	15.68	125.44	32,614.40
		4th year	15.81	126.48	32,884.80
		7th year	15.94	127.52	33,155.20
		10th year	16.09	128.72	33,467.20
<b>II.</b>	<b>CAFETERIA HEAD COOK</b>	(5.5 hours per day - 180 days - 990 hours) 8 holidays			
		1st year	14.70	80.85	15,199.80
		2nd year	14.83	81.57	15,334.22
		3rd year	14.96	82.28	15,468.64
		4th year	15.12	83.16	15,634.08
		7th year	15.25	83.88	15,768.50
		10th year	15.40	84.70	15,923.60
<b>III.</b>	<b>CAFETERIA COOK</b>	(5.5 hours per day 180 days - 990 hours) 8 holidays			
		1st year	14.53	79.92	15,024.02
		2nd year	14.67	80.69	15,168.78
		3rd year	14.80	81.40	15,303.20
		4th year	14.93	82.12	15,437.62
		7th year	15.08	82.94	15,592.72
		10th year	15.24	83.82	15,758.16
<b>IV.</b>	<b>SECRETARY - HIGH SCHOOL</b>	(7.5 hours per day - 215 days + 8 holidays = 1672.50 hours)			
		1st year	14.73	110.48	24,635.93
		2nd year	14.86	111.45	24,853.35
		3rd year	15.00	112.50	25,087.50
		4th year	15.10	113.25	25,254.75
		7th year	15.23	114.23	25,472.18
		10th year	15.39	115.43	25,739.78
<b>V.</b>	<b>SECRETARY - MIDDLE SCHOOL</b>	(7.0 hours per day - 215 days + 8 holidays = 1561 hrs)			
		1st year	14.73	103.11	22,993.53
		2nd year	14.86	104.02	23,196.46
		3rd year	15.00	105.00	23,415.00
		4th year	15.10	105.70	23,571.10
		7th year	15.23	106.61	23,774.03
		10th year	15.39	107.73	24,023.79

<b>VI.</b>	<b>SECRETARY - ELEMENTARY</b>	(7.0 hours per day -205 days + 8 holidays = 1491 hours)			
		1st year	14.73	103.11	21,962.43
		2nd year	14.86	104.02	22,156.26
		3rd year	15.00	105.00	22,365.00
		4th year	15.10	105.70	22,514.10
		7th year	15.23	106.61	22,707.93
		10th year	15.39	107.73	22,946.49
<b>VII.</b>	<b>XEROX OPERATOR</b>	(6.5 hours per day - 183 days + 8 holidays = 1241.50 hours)			
		1st year		0.00	0.00
		2nd year		0.00	0.00
		3rd year		0.00	0.00
		4th year		0.00	0.00
		7th year		0.00	0.00
		10th year		0.00	0.00
<b>VIII.</b>	<b>BUS DRIVERS - DOUBLE RUN</b>	(5 hours per day -180 days -900 hours) 8 holidays			
		1st year	15.98	79.90	15,021.20
		2nd year	16.11	80.55	15,143.40
		3rd year	16.26	81.30	15,284.40
		4th year	16.39	81.95	15,406.60
		7th year	16.53	82.65	15,538.20
		10th year	16.68	83.40	15,679.20
	<b>SWEEPERS</b>	(4 hours per day - 190 days -760 hours) 8 holidays			
			12.00	48.00	9,504.00
<b>IX.</b>	<b>LIBRARY/MEDIA PARAPROFESSIO</b>	(6 hours per day - 178 days - 1068 hours) 8 holidays			
		1st year	12.21	73.26	13,626.36
		2nd year	12.35	74.10	13,782.60
		3rd year	12.48	74.88	13,927.68
		4th year	12.62	75.72	14,083.92
		7th year	12.76	76.56	14,240.16
		10th year	12.89	77.34	14,385.24
<b>X.</b>	<b>CUSTODIAL/MAINTENANCE</b>	(8 hours per day - 260 days - 2080 hours)			
		1st year	17.54	140.32	36,483.20
		2nd year	17.68	141.44	36,774.40
		3rd year	17.81	142.48	37,044.80
		4th year	17.95	143.60	37,336.00
		7th year	18.09	144.72	37,627.20
		10th year	18.25	146.00	37,960.00
	<b>LONGEVITY:</b>				
	18 years - \$500				
	23 years - \$600				

		<b>2014 - 15 SCHOOL YEAR</b>	<b>2014-15 + .25</b>	<b><u>Daily</u></b>	<b><u>Yearly</u></b>
<b>I.</b>	<b>CUSTODIANS</b>	(8 hours per day - 260 days - 2080 hours)			
		1st year	15.64	125.12	32,531.20
		2nd year	15.77	126.16	32,801.60
		3rd year	15.93	127.44	33,134.40
		4th year	16.06	128.48	33,404.80
		7th year	16.19	129.52	33,675.20
		10th year	16.34	130.72	33,987.20
<b>II.</b>	<b>CAFETERIA HEAD COOK</b>	(5.5 hours per day - 180 days - 990 hours) 8 holidays			
		1st year	14.95	82.23	15,458.30
		2nd year	15.08	82.94	15,592.72
		3rd year	15.21	83.66	15,727.14
		4th year	15.37	84.54	15,892.58
		7th year	15.50	85.25	16,027.00
		10th year	15.65	86.08	16,182.10
<b>III.</b>	<b>CAFETERIA COOK</b>	(5.5 hours per day 180 days - 990 hours) 8 holidays			
		1st year	14.78	81.29	15,282.52
		2nd year	14.92	82.06	15,427.28
		3rd year	15.05	82.78	15,561.70
		4th year	15.18	83.49	15,696.12
		7th year	15.33	84.32	15,851.22
		10th year	15.49	85.20	16,016.66
<b>IV.</b>	<b>SECRETARY - HIGH SCHOOL</b>	(7.5 hours per day - 215 days + 8 holidys = 1672.50 hours)			
		1st year	14.98	112.35	25,054.05
		2nd year	15.11	113.33	25,271.48
		3rd year	15.25	114.38	25,505.63
		4th year	15.35	115.13	25,672.88
		7th year	15.48	116.10	25,890.30
		10th year	15.64	117.30	26,157.90
<b>V.</b>	<b>SECRETARY - MIDDLE SCHOOL</b>	(7.0 hours per day - 215 days + 8 holidays = 1561 hrs)			
		1st year	14.98	104.86	23,383.78
		2nd year	15.11	105.77	23,586.71
		3rd year	15.25	106.75	23,805.25
		4th year	15.35	107.45	23,961.35
		7th year	15.48	108.36	24,164.28
		10th year	15.64	109.48	24,414.04

<b>VI.</b>	<b>SECRETARY - ELEMENTARY</b>	(7.0 hours per day -205 days + 8 holidays = 1491 hours)			
		1st year	14.98	104.86	22,335.18
		2nd year	15.11	105.77	22,529.01
		3rd year	15.25	106.75	22,737.75
		4th year	15.35	107.45	22,886.85
		7th year	15.48	108.36	23,080.68
		10th year	15.64	109.48	23,319.24
<b>VII.</b>	<b>XEROX OPERATOR</b>	(6.5 hours per day - 183 days - 1189.5 hours) 8 holidays			
		1st year	0.00	0.00	0.00
		2nd year	0.00	0.00	0.00
		3rd year	0.00	0.00	0.00
		4th year	0.00	0.00	0.00
		7th year	0.00	0.00	0.00
		10th year	0.00	0.00	0.00
<b>VIII.</b>	<b>BUS DRIVERS - DOUBLE RUN</b>	(5 hours per day -180 days -900 hours) 8 holidays			
		1st year	16.23	81.15	15,256.20
		2nd year	16.36	81.80	15,378.40
		3rd year	16.51	82.55	15,519.40
		4th year	16.64	83.20	15,641.60
		7th year	16.78	83.90	15,773.20
		10th year	16.93	84.65	15,914.20
	<b>SWEEPERS</b>	(4 hours per day - 190 days -760 hours) 8 holidays			
			12.25	49.00	9,702.00
<b>IX.</b>	<b>LIBRARY/MEDIA PARAPROFESSIO</b>	(6 hours per day - 178 days - 1068 hours) 8 holidays			
		1st year	12.46	74.76	13,905.36
		2nd year	12.60	75.60	14,061.60
		3rd year	12.73	76.38	14,206.68
		4th year	12.87	77.22	14,362.92
		7th year	13.01	78.06	14,519.16
		10th year	13.14	78.84	14,664.24
<b>X.</b>	<b>CUSTODIAL/MAINTENANCE</b>	(8 hours per day - 260 days - 2080 hours)			
		1st year	17.79	142.32	37,003.20
		2nd year	17.93	143.44	37,294.40
		3rd year	18.06	144.48	37,564.80
		4th year	18.20	145.60	37,856.00
	<b>LONGEVITY:</b>	7th year	18.34	146.72	38,147.20
	<b>18 years - \$500</b>	10th year	18.50	148.00	38,480.00
	<b>23 years - \$600</b>				

**2015 - 16  
SCHOOL  
YEAR**

		2015-16 + .25	<u>Daily</u>	<u>Yearly</u>
<b>I. CUSTODIANS</b>	(8 hours per day - 260 days - 2080 hours)			
	1st year	15.89	127.12	33,051.20
	2nd year	16.02	128.16	33,321.60
	3rd year	16.18	129.44	33,654.40
	4th year	16.31	130.48	33,924.80
	7th year	16.44	131.52	34,195.20
	10th year	16.59	132.72	34,507.20
<b>II. CAFETERIA HEAD COOK</b>	(5.5 hours per day - 180 days - 990 hours) 8 holidays			
	1st year	15.20	83.60	15,716.80
	2nd year	15.33	84.32	15,851.22
	3rd year	15.46	85.03	15,985.64
	4th year	15.62	85.91	16,151.08
	7th year	15.75	86.63	16,285.50
	10th year	15.90	87.45	16,440.60
<b>III. CAFETERIA COOK</b>	(5.5 hours per day 180 days - 990 hours) 8 holidays			
	1st year	15.03	82.67	15,541.02
	2nd year	15.17	83.44	15,685.78
	3rd year	15.30	84.15	15,820.20
	4th year	15.43	84.87	15,954.62
	7th year	15.58	85.69	16,109.72
	10th year	15.74	86.57	16,275.16
<b>IV. SECRETARY - HIGH SCHOOL</b>	(7.5 hours per day - 215 days + 8 holidays = 1672.50 hours)			
	1st year	15.23	0.00	0.00
	2nd year	15.36	0.00	0.00
	3rd year	15.50	0.00	0.00
	4th year	15.60	0.00	0.00
	7th year	15.73	0.00	0.00
	10th year	15.89	0.00	0.00
<b>V. SECRETARY - MIDDLE SCHOOL</b>	(7.0 hours per day - 215 days + 8 holidays = 1561 hrs)			
	1st year	15.23	106.61	23,774.03
	2nd year	15.36	107.52	23,976.96
	3rd year	15.50	108.50	24,195.50
	4th year	15.60	109.20	24,351.60
	7th year	15.73	110.11	24,554.53
	10th year	15.89	111.23	24,804.29

<b>VI.</b>	<b>SECRETARY - ELEMENTARY</b>	(7.0 hours per day -205 days + 8 holidays = 1491 hours)			
		1st year	15.23	106.61	22,707.93
		2nd year	15.36	107.52	22,901.76
		3rd year	15.50	108.50	23,110.50
		4th year	15.60	109.20	23,259.60
		7th year	15.73	110.11	23,453.43
		10th year	15.89	111.23	23,691.99
<b>VII.</b>	<b>XEROX OPERATOR</b>	(6.5 hours per day - 183 days - 1189.5 hours) 8 holidays			
		1st year		0.00	0.00
		2nd year		0.00	0.00
		3rd year		0.00	0.00
		4th year		0.00	0.00
		7th year		0.00	0.00
		10th year		0.00	0.00
<b>VIII.</b>	<b>BUS DRIVERS - DOUBLE RUN</b>	(5 hours per day -180 days -900 hours) 8 holidays			
		1st year	16.48	82.40	15,491.20
		2nd year	16.61	83.05	15,613.40
		3rd year	16.76	83.80	15,754.40
		4th year	16.89	84.45	15,876.60
		7th year	17.03	85.15	16,008.20
		10th year	17.18	85.90	16,149.20
	<b>SWEEPERS</b>	(4 hours per day - 190 days -760 hours) 8 holidays			
			12.50	50.00	9,900.00
<b>IX.</b>	<b>LIBRARY/MEDIA PARAPROFESSIO</b>	(6 hours per day - 178 days - 1068 hours) 8 holidays			
		1st year	12.71	76.26	14,184.36
		2nd year	12.85	77.10	14,340.60
		3rd year	12.98	77.88	14,485.68
		4th year	13.12	78.72	14,641.92
		7th year	13.26	79.56	14,798.16
		10th year	13.39	80.34	14,943.24
<b>X.</b>	<b>CUSTODIAL/MAINTENANCE</b>	(8 hours per day - 260 days - 2080 hours)			
		1st year	18.04	144.32	37,523.20
		2nd year	18.18	145.44	37,814.40
		3rd year	18.31	146.48	38,084.80
		4th year	18.45	147.60	38,376.00
		7th year	18.59	148.72	38,667.20
		10th year	18.75	150.00	39,000.00
	<b>LONGEVITY:</b>				
	18 years - \$500				
	23 years - \$600				