



AGREEMENT BETWEEN

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11/06/2013

THE SYMMES VALLEY BOARD OF
EDUCATION

AND

THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
CHAPTER 491

JULY 1, 2013 THRU JUNE 30, 2016

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PREAMBLE

This negotiated Agreement is made and entered into this 17th day of, June, 2013, by and between the Board of Education of the Symmes Valley Local School District, hereinafter referred to as the Board, and the Ohio Association of Public School Employees, Chapter 491, hereinafter referred to as the Association.

ARTICLE 1: RECOGNITION OF BOARD AND SUPERINTENDENT

- A. The Association recognizes the Board of Education as the locally elected body charged with the control, supervision, and administration of public education in the Symmes Valley Local School District and as the employer of all members of the bargaining unit.
- B. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.
- C. The Association recognizes the Superintendent as the chief executive officer and primary advisor of the Board.

ARTICLE 2: RECOGNITION OF ASSOCIATION

- A. The Board of Education recognized the Ohio Association of Public School Employees, Chapter 491 as the sole and exclusive bargaining representative on matters related to wages, fringe benefits, and other terms and conditions of employment. The bargaining unit shall be limited to all full-time non-certified employees under regular contract including aides, bus drivers, cooks, custodians, and maintenance. Full-time employees are those scheduled thirty (30) or more hours per week.

Employees in the following assignments are excluded from the bargaining unit:

- 1. Superintendent
- 2. Transportation
- 3. Principals
- 4. Treasurer
- 5. Assistant Treasurer
- 6. High School Secretary
- 7. Elementary Secretary
- 8. Secretary to the Superintendent
- 9. Any other administrative and personnel as defined in Chapter 4117.011(k) of the Ohio Revised Code.
- 10. Bus Mechanic
- 11. Maintenance Supervisor

The Board further agrees that the Union representation shall include any newly created full-time position unless employment into the position is governed by Ohio Revised Code Section 4117.01(I), (J) and (K). All other employees in the school district are excluded from the bargaining unit.

- B. This recognition shall remain in effect during the term of this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

- A. Except as specifically limited by explicit provisions of this Agreement, the Board, under Ohio Revised Code Sections 4117.08 (c) 1-9, shall have the exclusive rights to: manage the operations, control the premises, direct the working forces and maintain efficiency of operations. Specifically, the Board's exclusive management rights include, but are not limited to, the sole right: to hire, discipline and discharge for just cause, to layoff and promote; to promulgate and enforce reasonable rules and regulations; to reorganize, discontinue or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or other departments; to introduce new and/or improved equipment, methods and/or facilities; to assign employees, to determine the number of employees; and, to determine the duties to be performed, the qualifications required and the areas worked, subject only to the restrictions and regulations governing the exercises of these rights as expressly provided herein.

ARTICLE 4: ASSOCIATION RIGHTS

Recognition of the Association as the employee representative shall entitle the Association certain exclusive rights. Only the Association and its affiliates or parent organization shall have these rights.

- A. The Association shall be provided all agendas, minutes and other public information made available to Board members 24 hours before the monthly Board meeting. The Association President or his/her designee will be informed of any agenda changes.
- B. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use one specifically designated bulletin board or posting area per school building providing such use does not interfere with instructional use and providing such is not within easy access to students, parents, or community members using the school facility.

- C. The President of the Association and/or designee and/or the Consultant of the Association shall have the rights to visit schools. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall secure from the Principal or his/her absence the acting building administrator, permission to make the visit. Such permission will not be denied but may be delayed only if the visit at the time desired will interfere with normal duties of the Association member to be contacted. Upon arrival at the building, the President of the Association shall notify the building Principal of his or her presence. Visits that are made to discuss with the Principal special problems of Association members must be arranged in advance with the Principal or in the Principal's absence, the acting building administrator.
- D. The Treasurer of the Board of Education will provide the Association yearly with a list of the bargaining unit members or those eligible to be in the bargaining unit.

ARTICLE 5: ASSOCIATION PERSONNEL RECORDS

- A. A personnel file of all Association members shall be maintained in the office of the Board. This shall be considered the only official file of recorded information of Association members maintained by the Board and Administration. The personnel file shall be maintained in accordance with Ohio Revised Code Section 149.43.
- B. Individual Association members shall have access to their personnel file upon request. Requests of Association members to have access to their personnel files shall be handled by the Treasurer of the Board.
- C. All materials placed in the personnel file of the Association member shall include the following:
 - 1. A dated stamp of the date the item was placed in the file.
 - 2. On Administration originated items, initials and dates of the Association member in whose file the entry is being made and the initials of the Administrator placing information in the file.
- D. The Association member's signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the Association member. He/she will also be told that he/she has the opportunity to reply to such critical material in a written statement to be attached to the filed copy. Said rebuttal must be placed with the item in question within ten (10) days of acquiring knowledge of same and may be done so only once.
- E. The Association member may submit letters of merit which shall be placed in his/her personnel file.

- F. Information in this personnel file may be removed upon mutual agreement of the Association member and the Administrator making the entry with the approval of the Superintendent and the knowledge of the Treasurer of the Board. Upon bargaining unit members' request, the oral warnings from their personnel file shall be removed after 24 months providing no disciplinary action has taken place within 24 months. If any disciplinary action has occurred, the time limit will restart. Upon bargaining unit members' request, the written warnings from their personnel file shall be removed after 36 months providing no disciplinary action has taken place within 36 months. If any disciplinary action has occurred, the time limit will restart.
- G. Anonymous letters or materials shall not be placed in an Association member's file, nor shall they be made a matter of record.
- H. Upon a signed written request, an Association member will be entitled to a copy, one time only at no cost, of any material in his/her file. Additional copies of any material will then be copied for a charge of twenty-five cents (\$0.25) per sheet or at the Board adopted rate.

ARTICLE 6: NO STRIKE

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of the Agreements and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down or other interference with operations of the District by employees who are represented by the Association, the Association agrees, within twenty-four (24) hours of notice by the District, to deliver a notice to each striking employee, stating that the employee should cease and desist the job action and return to work. An authorized official of the Association shall sign the notice.
- C. It is agreed that the grievance machinery of this Agreement and the judicial and administrative remedies provided by law are the sole and exclusive means for settling any dispute between the employees and/or the Association and District whether relating to the application of this Agreement or otherwise.
- D. In the event of any such action or interference, the District shall take whatever affirmative action is necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the District immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of this Agreement subjecting them to disciplinary action including discharge.

- E. The Board and the Association recognize that strikes and other forms of work stoppage by members of the exclusive bargaining unit are contrary to the continuity of educational programs. The Board and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Association therefore agrees that there shall be no strikes, work stoppages, or other refusal to perform work by the employees covered by this Agreement.

ARTICLE 7: NON-DISCRIMINATION

- A. The School District will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The School District will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union.
- B. The School District and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, handicap, veteran status or ancestry, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, handicap, veteran status, or ancestry.
- C. Any alleged denial of the aforesaid opportunities in violation of this Article shall be submitted to the grievance procedure.

ARTICLE 8: REPRESENTATION OF BARGAINING UNIT MEMBERS

- A. Members of the bargaining unit will have the opportunity to be accompanied by a Union representative of their choice when meeting with an administrator, supervisor or the Board of Education for disciplinary purposes. For the purpose of this Article, disciplinary action shall be deemed to mean written reprimand, suspension of assigned duties or contract termination. Members of the bargaining unit will also have the opportunity to be accompanied by a Union representative of their choice when the stated purpose of a meeting, conference or hearing with an administrator, supervisor or the Board of Education is likely to result in disciplinary actions against the member. Also, when during the course of discussions not initially of such disciplinary nature but which progress to involve disciplinary actions against a bargaining unit member, the member may have the opportunity to request that the meeting be recessed until such time that the bargaining unit member is able to secure a representative of the member's choice.
- B. In no event shall a bargaining unit member delay or request a delay of a disciplinary meeting for more than three (3) work days pending accompaniment of a representative "of his or her choice", unless mutually agreed to by the principal, immediate supervisor, superintendent, other administrator or the Board of Education.

- C. The role of the representative to the bargaining unit member shall be to offer private advice to the member concerning terms of employment specified in the agreement, professional matters, legal matters and/or related matters. In no event shall the representative respond in place of the bargaining unit member. After private advice, counsel, or discussion with the representative (if the member so desires), the member of the bargaining unit shall speak in his or her own behalf in response to any questions and to ask any questions as issues of concern are discussed. The Union representative, if present, will be given an opportunity to address the issues at the meeting.
- D. Any expense involved by obtaining a representative of the bargaining unit member's choice shall be the responsibility of the bargaining unit member and shall not be the obligation of the Board of Education.
- E. In the event a member of the bargaining unit intends to be accompanied by an OAPSE attorney or staff representative during a meeting called by the union with a supervisor, administrator or the Board of Education, the superintendent will be notified at least three (3) work days in advance of the scheduled meeting so that similar representation may be arranged.
- F. Nothing in this Article shall be construed, interpreted, applied or implied to prevent or delay the superintendent from assigning or directing employees under the provisions of the Ohio Revised Code Section 3319.01 or other relevant sections.

ARTICLE 9: ASSOCIATION MEMBERSHIP

- A. Upon ratification of this Agreement all new hires eligible for membership in the Association who are not employees on the effective date of this Agreement and all members of the Association on the effective date of this Agreement shall pay to the Association a fair share fee as a condition of employment. Those employees of the Symmes Valley Local School District who are not members of the Association on the effective date of this Agreement are not required to pay a fair share fee to the Association as a condition of employment. This provision shall be effective sixty (60) days from the date of employment for all employees hired into positions eligible for membership in the Association as specified in Article 2: Recognition. This arrangement does not require any employee to become a member of the Association, nor shall fair share fees exceed dues paid by members of the Association who are in the same bargaining unit.

- B. The Association shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law, provided a nonmember makes a timely demand on the Association. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination and SERB shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the Symmes Valley Local Board of Education from the payroll check of the employee and its payment to the Association is automatic and does not require the written authorization of the employee.
- C. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious organizations to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to SERB, it shall declare the employee exempt from becoming a member of or financially supporting the Association. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under sections 501 (c) (3) of the Internal Revenue code mutually agreed upon by the employee and the representative of the Association.

ARTICLE 10: LABOR-MANAGEMENT COMMITTEE

- A. There shall be a joint Labor-Management Committee composed of Board representatives and Union representatives. The purpose of this Committee is to meet on a regular basis or as needed and to confer on matters of mutual interest.
- B. Such meetings shall be held at times and places as may be mutually agreed upon. Advance requests shall be made at least three (3) days before a proposed meeting date; along with the request shall be the agenda of items to be discussed. The meeting shall not exceed two (2) hours unless both parties agree to extend the meeting time.

ARTICLE 11: DISCIPLINE

- A. No employee shall be disciplined without just cause. All employees shall be entitled to a hearing prior to suspension or termination being invoked except in the case in which employees have physically used force against a supervisor or other management personnel.
- B. Disciplinary action shall consist of a course designed to improve the quality of the employee. Except in cases where the presence of the employee on the job or at the work location shall pose a threat to the health or safety of himself or others, the measures of discipline shall follow in the order listed below:

1. First Offense: oral warning.
2. Second Offense: written warning.
3. Third Offense: suspension or termination.

C. Procedure

1. Employees who are being considered for a disciplinary suspension shall be notified in writing at least three (3) days in advance of the pre-disciplinary hearing. The hearing itself will be held no sooner than three (3) days following the notice to the employee. Said notice shall contain the following information:
 - a. Time, date and location of the hearing;
 - b. Notice of the employee's right to be represented at the hearing, right to call voluntary witnesses and cross examine witnesses, and right to present evidence to support the employee's position subject to the right of the hearing officer to limit witnesses' testimony to matters relevant to the proposed disciplinary action and to limit redundant testimony;
 - c. The name of the hearing officer or neutral third party who will conduct the hearing;
 - d. The specific charge(s), violation(s) or breach(es) of conduct of which the employee is accused and the action proposed;
 - e. Notice that the employee may decline the hearing;
 - f. Statement of the Union's notification and a statement of the notification of the Union President (both of which shall contain a statement of the charges against the employee); and
 - g. That failure to appear at the hearing will result in a waiver of the employee's right to a hearing.
2. Employees who do not wish a hearing must submit a signed statement to the Superintendent of the Symmes Valley Local School District or his/her designated representative.
3. A hearing will be held within sixty (60) working days from the time of the incident coming to Management's knowledge.
4. The hearing officer will issue a decision within three (3) working days of the hearing.
5. Employees who appeal suspension or discharge will do so at Step Three of the grievance procedure.

- D. Employees are to be afforded Union representation at any stage of disciplinary action or the right to waive such in writing.

ARTICLE 12: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. A grievance on an employee evaluation shall be based on whether management properly applied the evaluation procedure, not the content of the evaluation.
2. "Days" as used in this procedure shall be work days exclusive of negotiated or federally recognized holidays. Working days means days the Board of Education Office of the School District is open.
3. The aggrieved or grievant shall mean an employee or Association member, group of Association members or the Association acting on behalf of itself.
4. The "party of interest" is the party or parties with whom the aggrieved has a grievance.
5. Representation of the aggrieved may be approved by any agent(s) of the Association.

B. Statement of Basic Principles of Operation

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. The Association will designate one or more representatives for processing grievances in each building. The name of the Association representative will be given to the principal of the building (s) concerned and to the Superintendent within one (1) week after such designation.
3. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the appropriate forms setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.

4. The aggrieved shall be present at any grievance hearing. When the presence of the aggrieved at a grievance hearing is requested only illness or any other capacity of the aggrieved shall be grounds for any necessary extension of the grievance procedure time limits.
5. The number of days indicated at each step shall be considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
6. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
7. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to those involved in the grievance, the time limit set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year.
8. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record. The Administration may settle any grievance prior to step without establishing precedence.
9. Employees will attempt to resolve the grievance first with an oral conference and discussion with their supervisor before filing the grievance in written form.

C. Procedure

Level One

A grievance lodged with the immediate supervisor must be within ten (10) working days after the grievant could reasonably be assumed to have known of the event or action-giving rise to the alleged grievance. Continuing grievances shall be recognized. The grievance conference shall occur within five (5) working days after the grievance is filed. The grievant shall be accompanied by the local Building Representative or any other agent. The immediate supervisor will respond in writing to the grievance meeting and file his/her decision within five (5) working days of the Level One meeting.

Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the Association may file an appeal to Level Two of the grievance procedure with the Superintendent within five (5) working days of the immediate supervisor written decision from Level One. Within five (5) working days after such written grievance is filed, the grievant, the Association Representative, Supervisor and the Superintendent and/or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee will file his decision within five (5) working days of the Level Two meeting and communicate it in written form to the grievant and the Association.

Level Three

If the aggrieved is not satisfied with the disposition at Level Two he/she/they may initiate Level Three of this procedure. The Association and the aggrieved may refer the grievance to an arbitrator by giving written notice to the Superintendent and/or the Board of its desire to do so. The list will be mutually submitted to the Federal Mediation Conciliation Services (FMCS) or Arbitration Mediation Services (AMS) by the parties. The cost of the list will be borne by the Association and Board. The arbitrator shall be chosen from a list provided by the (FMCS) or (AMS) within thirty (30) working days of the receipt of the Association's request for arbitration. Either party may request a second list from FMCS or AMS and must notify the other party within five (5) working days and the party requesting the list will be responsible for the cost. Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS or AMS. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon.

The decision shall be in writing and a copy sent to each party present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association. If either party cancels the arbitration prior to the scheduled hearing, the party canceling the hearing will be responsible for any cancellation costs incurred.

Renewal of limited contracts for employees may be taken through the grievance procedure, short of binding arbitration. Binding arbitration is specifically excluded from application to disputes over the renewal of employees whose contracts are in a non-continuing status.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the final decision or in any way interfere with management prerogatives involving Board discretion nor limit or interfere in any way with the powers, duties, and rules and regulations having the force and effect of law. The cost for arbitration shall be paid by the losing party. The arbitration cost incurred by each party to the arbitration shall be paid by that party. In a case where there is no clear losing party, the arbitrator has the right and duty to apportion the costs to each party as that arbitration case dictates.

ARTICLE 13: SENIORITY (DEFINITION AND CALCULATION METHOD)

A. Definition

1. Seniority is defined as the length of regular employment a bargaining unit member has had in his current classification from date of initial regular placement in that classification, unless seniority is lost as hereinafter provided.

B. Calculation Method

1. District seniority shall be determined by the date of hire as reflected in the Board minutes. All employees shall be assigned seniority irrespective of the number of hours worked per day, the number of days worked per year, or other factors of total time worked per year.
2. Classification seniority shall be determined by the date the bargaining unit member began regular employment in his/her current classification, irrespective of the number of hours worked per day, the number of days worked per year, or other factors of total time worked per year.
3. In the event two or more bargaining unit members have identical dates of hire or classification placement, or in the event records are unclear among perhaps equal members, the following procedures shall be used to establish exact seniority upon request of the affected employee or employees:
 - a. For identical classification seniority, the bargaining unit member having the greater District seniority shall be considered to have the greater classification seniority.
 - b. For identical District seniority, the tie will be broken using the last digit of each employee's Social Security number.
 1. The employees' number will be compared and the employee with the highest digit shall be declared the senior employee ("0" being the lowest number and "9" being the highest).
 2. If the last digits of the Social Security numbers are the same, the next to the last digits will be compared and the employee with the highest digit shall be declared to be senior. If the tie is still not broken by the second, the procedure shall continue on to the next digit until the tie is broken.
4. Seniority may be lost for the following reasons: resignation, discharge for justifiable cause or retirement.

5. Seniority shall not be lost for the following reasons: time lost by reason of individual accident, industrial illness, or judicial leave (jury); time on leave granted for the purpose of serving in the armed forces of the United States (military); time spent on other authorized paid leaves (sick leave, funeral leave or personal leave); time spent on Board approved unpaid leaves of absence, or time spent in a lay-off status as negotiated. Resignations due to military service will be considered as a leave of absence if the bargaining unit member returns to the District within three (3) months of discharge date of active duty.
 6. Seniority will be calculated from the last date of hire.
- C. The District shall annually prepare an updated seniority roster by classification as of July 1. In the event two (2) or more members of the bargaining unit have identical seniority, methods B-3 (a) and B-3 (b) will be used to establish greater seniority. The final step to break a tie in seniority B-3 (b) shall be used only when the seniority tie is requested to be broken by the Association.

ARTICLE 14: LAYOFF AND RECALL

- A. In the event of a reduction of the working force by reason of lack of funds, lack of work, or an emergency situation and it becomes necessary to reduce the number of employees in a job classification, the following procedures shall govern such layoff and/or subsequent reinstatement.
- B. The number of bargaining unit employees 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. The Board agrees not to employ part-time employees in job classifications experiencing reduction in force.
- C. When it becomes necessary to layoff employees for reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. 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 his/her present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the tie will be broken in accordance with Article 13, Section B of this Agreement.
- D. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:
 1. Custodian
 2. Maintenance
 3. Bus drivers
 4. Cafeteria employees
 5. Mechanic
 6. Educational aides

- E. Prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection in a conspicuous place list containing names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall also be given advanced written notice of layoff. Each notice of layoff shall state the following:
1. Reason(s) for the layoff or reduction;
 2. The effective date of layoff; and
 3. A statement advising the employee of his/her rights of reinstatement from the layoff.
- F. For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list and the names of all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The names of all employed under the continuing contract status of employment shall be placed on a separate reinstatement list in reverse of layoff. Reinstatement shall be from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.
- G. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list. Persons on layoff status shall be offered the top seniority position on the substitute list of their classification or classifications in which they have prior experience that are within the bargaining unit.
- H. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
- I. While the Board agrees that there is no intention to reduce staff or layoff personnel for the sole purpose of subcontracting bargaining unit classifications, should a reduction in force or a layoff be required it would be under the terms of the reduction in force agreement. Short term contracting may occur during a classification layoff in the event of an emergency. For the purpose of this Article, short term contracting is defined as ninety (90) days or less.

ARTICLE 15: TRANSFERS

A. Voluntary

1. Members of the bargaining unit may at any time submit written requests for transfers to positions within their current classification or highly related lower classes which are within the recognized bargaining unit. Such requests shall be submitted to the immediate supervisor and forwarded to the Superintendent or his designee.
2. Such requests shall include class title requested, the number of hours the employee desires, the specific work location desires (if any), and the maximum-minimum number of months the employee is willing to work.
3. The Superintendent or his designee will periodically notify employees on the transfer list of vacancies in the bargaining unit and will refer to the hiring authority the names of the bargaining unit members on the transfer list who meet the criteria for the vacant bargaining unit positions, along with the names from the eligibility list. The Board of Education through the Superintendent shall determine when a vacancy exists.
4. Consideration will be given to all candidates who meet the established qualifications for a particular vacancy. The final selection is within the sole discretion of the management of the District. Probationary employees of the District are not eligible to be considered for voluntary transfer.
5. Denial of a transfer requested is not grievable under the grievance procedure of this Agreement.

B. Involuntary

1. Transfers of bargaining unit members in a temporary or permanent basis may be initiated by the District management at any time such transfer is in the best interest of the District as defined by the District management. The junior qualified employee must take the involuntary transfer.
2. A unit member affected by such transfer shall be given notice as soon as administratively practicable, and when possible, a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.
3. The job site transfer process is not subject to the grievance procedure of this Agreement.

C. Job Posting

1. Whenever a vacancy arises, the Superintendent will cause to be posted a notice of said vacancy on a bulletin board in each school building for no less than five (5) working days before the position is filled and a copy of the notice will be sent to the local Union president. Vacancies will be filled on the basis of the following:
 - a. Individual qualifications of the applicant;
 - b. Ability to meet requirements of the position available;
 - c. Special criteria established by the administration to achieve smooth operation of the District; and
 - d. Physical ability to perform the requirements of the position.
2. Any new positions shall be posted with the following information:
 - a. When the position is available;
 - b. Requirements for the position;
 - c. Deadline for the application; and
 - d. Any other information deemed necessary by the Superintendent.

D. The Board agrees that during the summer months the announcements of vacancies shall be posted in the Board office and the High School Principal's office for not less than five (5) working days and a copy of the notice will be sent to the local Union president. Copies will also be sent to all nine-month employees. Whether a vacancy exists will be at the sole discretion of the Superintendent and/or Board of Education.

ARTICLE 16: LEAVES OF ABSENCE

A. Jury Duty

Absence for jury duty is permissible. Absence for witness duty or as party in court for a work related incident or legal proceeding is permissible. (Bargaining unit members will not be reimbursed for witness duty or any proceeding involving personal matters or non-school related proceedings.) After absence for such duty, either reporting or serving, the bargaining unit member shall retain payment for services rendered. Documentation (ex. Pay stub, receipt) must be presented to the Board Treasurer to verify jury duty.

B. Military Leave

All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio Naval Militia, or members of other reserve components of the armed services of the United States, shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty for period not to exceed thirty-one (31) calendar days in only one (1) calendar year. The employee will be compensated the difference between such employee's regular compensation as provided by this Agreement and that received by him/her for military service. Proof of assignment shall be provided in the form of a copy of the military orders given to the School Treasurer; and military pay stubs provided the School Treasurer, and military pay stubs provided the School Treasurer upon return from active duty status. Any issue not covered by this Section shall be governed by Ohio Revised Code Section 5923.052. The District will comply with USSERA and any issue not covered by this Section shall be governed by Ohio Revised Code Section 5923.052.

C. Personal Leave

1. With the exception of paragraph 2 below, employees shall be granted three (3) unrestricted days of absence during each school year without loss of salary to transact private personal business or to attend to affairs which cannot be conducted outside the regular school day. Except in the case of emergency, personal leave days are to be applied for forty-eight (48) hours in advance with the immediate supervisor.
2. Personal leave may not be taken to perform employment for which wages are received from the Board of Education or other employers. There may be an exception granted by the Superintendent in the event personal leave has been previously approved and arranged, and a scheduling situation makes it necessary to call the member for duty.
3. Each full-time bargaining unit member will receive ninety dollars (\$90.00) per day for each personal leave day accumulated at the end of the fiscal year, July 1 through June 30. Such bonus payment shall be made on the last payday in June of the calendar year in which the fiscal year ends. Half days on record will not be considered nor paid when calculating the bonus. In lieu of compensation, employees shall have the option of rolling all unused personal leave days into his/her accumulated sick leave. One (1) personal day will equal one (1) day sick leave.

D. Sick Leave

1. Annual Allowance

Employees in the Symmes Valley Local School District shall earn sick leave at the rate of one and one-fourth (1 ¼) days for each month. Employees on unpaid leaves of absence do not earn sick leave.

2. Accumulation

Employees may accumulate an unlimited amount of sick days.

3. Approved Use of Sick Leave

Sick leave to be used by the employees of the Symmes Valley Local School District must be submitted on the proper form, stating the reason for leave. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in an employees immediate family. Employees on sick leave for more than four (4) consecutive days must present a doctor's statement, reason for treatment and the date the employee may return to active employment. Sick leave may only be used in full-day and half-day increments.

4. All employees injured on the job are to refer to Article 26: Workers' Compensation.

5. An employee's immediate family for this article shall include: spouses, child, mother, father, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchild, a legal guardian or other person who stands in the place of a parent (loco parentis).

6. Each bargaining unit member will be granted a bonus each nine weeks for regular attendance according to the following schedule. Four such attendance periods shall be calculated for the school year and one such nine-week period during the summer months.

Days used during the Nine Weeks	Bonus
0	\$110

Such bonus payment will be made on payday following the nine weeks of perfect attendance. Days used for funeral leave will not be counted against the bonus calculation.

Bargaining unit members who have earned the first nine week bonus and qualify for the second nine week bonus shall be paid \$115 for the second nine week bonus. Bargaining unit members who have earned the second nine week bonus and qualify for the third nine week bonus shall be paid \$120 for the third nine week bonus. Bargaining unit employees who have earned the third nine week bonus and qualify for the fourth nine week bonus shall be paid \$125 for the fourth nine week bonus. Custodians who have earned the fourth nine week bonus and qualify for the fifth nine week (summer) bonus shall be paid \$130 for the fifth nine week bonus. For bargaining unit members to obtain the benefit of the additional compensation, the perfect attendance must be continuous.

7. Transfer of Sick Leave

In order to enable Bargaining Unit members to assist any fellow employee who has suffered serious or catastrophic illness, upon approval of the Superintendent a Bargaining Unit member may transfer his/her accumulated sick leave to a fellow Bargaining Unit member so affected under the following conditions:

- a. A Bargaining Unit member who has more than twenty-four (24) days accumulated sick leave to his/her credit may transfer up to fifty percent (50%) of said leave twice per school year. For the purpose of this Article, school year is defined as July 1 through June 30.
- b. Once such transfer is completed, there will be no reaccrediting or transferring back of any unused sick leave.
- c. The Superintendent may require documentation from the recipient's physician attesting to the nature of the illness.
- d. Any transfer is to be voluntary and the transfer must be completed prior to the recipient's use of same.

E. Parental Leave

1. Employees who become pregnant may request a leave of absence up to one (1) year without pay. The employee shall be granted the leave once the request has been made giving the Symmes Valley Local School District thirty (30) days advance notice in writing of the intended date of leave will start. Employees may use any or all of their sick leave during this leave of absence, but must make proper request to do same. The employee shall be entitled to return to the position held prior to the leave of absence.
2. Employees may request unpaid leaves of absence up to one (1) year for other legitimate causes. This leave may be granted by mutual agreement to the parties to this Agreement. The authorized representatives will meet and reduce the conditions of this leave to a written contract signed by both parties. The employee, while on such leave, shall not be employed by another employer for compensation during the leave of absence period or the employee's employment with the Symmes Valley Local School District will stand terminated.

F. Family and Medical Leave

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:
 - a. To care for a newborn son or daughter;

- b. For a placement of a son or daughter with the bargaining unit member for adoption or foster care;
- c. To care for a seriously ill spouse, child or parent; or
- d. Because of their own serious health condition.

Entitlement to childcare shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the District at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations. The Board observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back twelve (12) months for determining eligibility and forward from date of application for leave twelve (12) months for the 12 weeks of leave usage.
3. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)
4. Medical certification shall be required to substantiate leave for the reasons stated in 1(c) and (d) above with the District having the option of requiring second and third opinions. Medical Certification shall include the following:
 - a. The date the condition began;
 - b. The probable duration of the condition;
 - c. Appropriate medical facts regarding the condition and the necessity for the leave; and
 - d. A statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.
5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.
 - a. When a bargaining unit member uses family and medical leave on a intermittent or reduced leave schedule basis, the District may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the Bargaining unit member shall be restored to his/her former position or an equivalent position.

6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the District paying the District share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The District may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.
7. For the purpose of this article, the following definitions shall apply:
 - a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
 - b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining member.

ARTICLE 17: FUNERAL LEAVE

- A. An employee shall be granted up to a three (3) day leave of absence with pay to be charged against his/her accumulated earned sick leave in the event of the death of a member of his/her immediate family. If the funeral is a scheduled work day, one (1) day of said leave shall be provided with pay to the bargaining unit member at no cost to the member. If additional time is needed, the Superintendent may grant additional time off without pay.
- B. For the purpose of this Article the immediate family shall be defined as:

<ol style="list-style-type: none"> 1. Spouse; 2. Child; 3. Mother; 4. Father; 5. Brother; 6. Sister; 7. Mother-in-law; 8. Father-in-law; 	<ol style="list-style-type: none"> 9. Daughter-in-law; 10. Son-in-law; 11. Sister-in-law; 12. Brother-in-law; 13. Grandparents; 14. Grandchild; 15. A legal guardian or other person who stands in place of a parent (Loco parentis); 16. Step-children; 17. Step-parents.
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- C. In the event of a death of a relative other than a member of his immediate family, an employee may be granted a leave of absence without pay to be charged against his accumulated earned sick leave for one (1) day to attend the funeral or two (2) days if the funeral is more than 120 miles from the School District.

ARTICLE 18: ASSOCIATION LEAVE

- A. The Board shall allow ten (10) days without pay for the purpose of the OAPSE Delegate Assembly and other Association business by the Association President or his designee with prior approval necessary from the appropriate supervisor for these days of leave.

ARTICLE 19: COLLATERAL EMPLOYEE BENEFITS CONTINUATION WHILE ON NON-PAID LEAVE

- A. Employees on a non-paid leave of absence of more than one (1) pay period may continue to participate in the District's collateral employee benefits (insurance, health and any such other programs that may be added) subject to the carrier's rules and regulations by remitting thirty (30) days in advance the per month cost of such programs for the period of unpaid leave.
- B. In the event the non-paid leave is to be twelve (12) months or longer, approval by the Board is necessary on an annual basis.

ARTICLE 20: MEDICAL EXAMINATION

- A. For the protection of pupils and school personnel, the Board of Education may require of employees in certain classification a health certificate from a physician. The health certificate may be required of only those currently employed or new employees after an offer of employment. All such certificates shall be filed in the office of the Superintendent.
- B. The Board shall bear the cost of the health examination and shall specify the physician.

ARTICLE 21: PAYROLL PROCEDURES

The payroll procedures of the Symmes Valley Board of Education shall be as follows:

- A. Bargaining unit members shall receive payment in twenty-six (26) equal installments per year for the duration of this contract; unless there are 27 paydays, then the bargaining unit member shall have their annual salary divided by 27.
- B. Bargaining unit members shall have his/her payroll check directly deposited to an account of his/her choice. Employees shall designate the account for the direct deposit to the Board Treasurer. This shall alter Article 20: Payroll Procedures only to the extent in which "direct deposit" changes the process by which bargaining unit members receive his/her payroll.

ARTICLE 22: PAYROLL DEDUCTIONS

- A. Payroll deductions shall be authorized by the Treasurer for the employee upon written request by the employee for the following:

1. Union dues;
 2. Federal Tax Withholding;
 3. State Tax Withholding;
 4. State Employees Retirement System;
 5. The approved current insurance policies that are now or have been in the past deducted;
 6. Credit Union.
 7. PEOPLE deduction
- B. The Board agrees to deduct from the wages of any employees who is a member of the Association a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a voluntary, written authorization. Such an authorization must be voluntarily executed by the employee and filed with the Treasurer's Office between August 15 and August 30 of any year and may be in the amount of \$50, \$100, \$250, or \$500 for the year. The employee may revoke the authorization at any time without reprisal from the Association by giving written notice to the Treasurer's Office with a copy to the Association via one of its officers. The Treasurer may assume that notice was given to the Association if the employee's written notice indicates a copy was sent to one of the Association's officers. The Board agrees to send to the Treasurer of the Association a check made payable to "Public Employees Organized to Promote Legislative Equality," representing the total deductions made pursuant to this provision, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. OAPSE agrees to fully indemnify and reimburse the Board for any costs expended due to misunderstandings, disputes, grievances, or claims that may arise out of the implementation of the PEOPLE deduction. If the deduction is determined at any time to be illegal, OAPSE shall reimburse the Board for the amount of any deductions after the determination, and shall indemnify the Board for the costs involved in any claims, grievances, or disputes that may arise out of such determination.

ARTICLE 23: PAYROLL DEDUCTION ASSOCIATION DUES

- A. The District and the Association recognize the right of employees to form, join, and participate in activities of employee organizations and the right of employees to refuse to form, join, and participate in such activities. When a refusal is registered by an employee, the Association shall not coerce an employee to join or participate in the activities of the organization.
- B. The Board agrees to deduct regularly monthly dues for eligible members in the amount stated by the member on the respective payroll deduction assignment form. The total deducted amount shall be transmitted to the Association as soon after the first working day of the month as it is possible. If any unforeseen delay would occur, the Union will be notified immediately.
- C. Deducted dues shall be submitted to the Treasurer of the Union at the following address:

State Treasurer
Ohio Association of Public School Employees
6805 Oak Creek Drive
Columbus, Ohio 43229

- D. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Association to the Board.

ARTICLE 24: OVERTIME

- A. The purpose of this Article is to provide the basis for the calculation of and the payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week, except as provided in this Agreement. All overtime must be approved by a supervisor and/or the Superintendent of Schools.

- B. Definitions of Terms

1. The payroll week shall consist of seven (7) consecutive days beginning with Monday at 12:01 am or the nearest starting time thereto.
2. Holidays, as enumerated in Article 28: Holidays, consist of twenty-four (24) consecutive hours beginning at 12:01 am or the nearest starting time thereto on the holiday. When one of the enumerated holidays falls on Sunday, the following Monday shall be regarded as the holiday and applicable holiday premium shall be paid for Monday instead of Sunday. When one of the enumerated holidays falls on Saturday, the preceding Friday shall be regarded as the holiday and applicable holiday premium shall be paid for Friday instead of Saturday. Hours worked on Saturday holidays, which were observed on Friday, will be paid at straight time.
3. The regular rate of pay, as the term is used in Article 28 shall mean the hourly rate in which the employee would have received for the work had it been performed during non-overtime hours.
4. The workday for the purposes of this Article is the twenty-four (24) hour period beginning with the time the employee is scheduled to work.
5. Overtime rate means one and one-half (1 ½) times the regular rate of pay.
6. Allowed time means hours paid for but not worked, as provided in this Agreement.

- C. Conditions Under Which Overtime Rates Shall Be Paid

1. Overtime at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid to an employee for the following:

- a. Hours worked in excess of eight (8) hours in a workday.
- b. Hours worked in excess of forty (40) hours in a payroll week.
- c. Hours worked on a second reporting in the same work day when the employee has been recalled or required to report to the School District after working less than eight (8) hours on his/her first reporting, provided that his/her failure to work eight (8) hours on his/her first reporting was not caused by any of the following factors:
 - 1. Strikes, work stoppages in connection with labor disputes involving members of the bargaining unit, failure of utilities beyond the control of the School District or acts of God that interfere with work being provided; or
 - 2. An employee is not put to work or is laid-off after having been put to work, either at his/her own request or due to his/her own fault; or
 - 3. An employee refuses to accept an assignment or reassignment within the first two (2) hours; or
 - 4. The School District gives reasonable notice of a change in scheduled reporting time or that an employee need not report.

D. Nonduplication

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement. Hours paid for sick leave, vacation, jury duty, holidays not worked, funeral leave, and personal day leave will not be figured or used in the computation of overtime.

E. Conditions Pertaining to Allowed Time

- 1. Employees who report as scheduled or who are notified to report and do report for work shall be paid in the event no work for which they were scheduled is available, for two (2) hours at their standard rate of pay. The Principal or Supervisor may, at his/her discretion, assign the employee to work other than their normal duties for this two (2) hour period. Each employee has the right to refuse said work, but shall forfeit the reporting pay by this refusal.
- 2. An employee injured on the job shall be paid for all hours of work for which he/she was scheduled to work that day at his/her standard rate.
- 3. In the event that strikes or work stoppages in connection with labor disputes involving members of the bargaining unit occur, the provisions of E-1 do not apply.

ARTICLE 25: FIELD TRIP DRIVER PAY RATES AND DRIVER HOURS

A. Extra Trips

1. Field trips and extra trips shall be offered to regular drivers before being offered to substitutes. Selection/assignment shall be according to a roster of interested drivers and the names on the roster shall be placed in the order of seniority (as herein defined) with the driver with the greatest seniority being assigned the first such extra trip. Extra trips shall not interfere with the driver's regular route unless the driver uses a personal leave day. When possible, extra trips will be posted five (5) days in advance of the trip. Extra trips will be posted at the bus garage and in the office of the Transportation Director.
2. Extra trip time shall start at the time the driver is required to report and shall end at the time the students conclude the trip.
3. Pay
 - a. All school trips and weekend trips shall be paid at the rate of sixty dollars (\$60.00) for the first six (6) hours plus twelve dollars (\$12.00) per hour for each hour thereafter. Additional fractions of an hour will be compensated at the prorated rate. Issue of overtime will be paid on rate of the job rate the employee is working when the overtime occurs.
 - b. Bus trips cancelled by other than Symmes Valley Local School District will not be paid.
 - c. Any driver who fails to show up for assigned trip will lose their turn on a rotation for extra trips.
4. The school bus driver assigned to the Vocational run will be granted an fifteen dollars (\$15.00) per day pay amount above the adopted salary schedule. A driver must actually drive the route on the day assigned in order to receive payment.

B. Regular Routes

1. Driver pay will be calculated by the hours actually involved driving the bus, including deadhead and breakdown times.
2. Buses being kept at the employee's residence is a privilege that will be continued provided there is not an abuse of this privilege.
3. The Board and the bargaining unit members will comply with the Ohio Administrative Code on Safety Procedures (3301-83-12).

ARTICLE 26: WORKER'S COMPENSATION

- A. 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.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and a claim must be filed with the Bureau of Worker's Compensation.
- C. Employees injured on the job may choose to file for Workers' Compensation rather than using their sick leave days. Employees who receive Workers' Compensation must pay back any sick leave paid by the Symmes Valley Local School District for the period for which the Workers' Compensation is paid. Any days paid back to the District will be re-credited to the employees sick days on a pro-rated basis in direct ratio to the amount of dollars paid back to the District as to dollars paid out for sick leave.

ARTICLE 27: TRANSPORTATION REIMBURSEMENT

- A. Employees who use their own private vehicles during the school day for administration approved school business shall be reimbursed mileage expenses at the current IRS rate. The following procedures shall be utilized:
 - 1. Request for mileage reimbursement shall be submitted on Board adopted mileage reimbursement forms.
 - 2. Reimbursement of such mileage shall be paid two (2) weeks after the Board approval.
 - 3. Mileage reimbursement forms shall be submitted by the fifth day of each month to the Treasurer's office. Mileage reimbursement forms submitted after the fifth day of the month will not be honored.
 - 4. Employer-employee meetings and in-service training meetings within the District are exempt from reimbursement. No reimbursement for mileage shall be granted to transportation personnel attending training, however, transportation will be provided by the District.
 - 5. Except as may be established elsewhere, the same allowance shall be given for use of personal vehicles for field trips or other approved business of the School District.
 - 6. All assignments covered above must be approved and scheduled by the administration.

7. Members of the bargaining unit not wishing to be reimbursed for mileage expenses but wishing to claim a Federal Income Tax deduction may keep records of employment-related mileage on the District form and submit it to the Superintendent for verification/certification of such donated mileage.
8. Employees using their private vehicles on school business must furnish proof of insurance on said vehicles and continuation of insurance.

ARTICLE 28: HOLIDAYS

A. All regular nonteaching school employees employed on an eleven (11) or twelve (12) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay.

- | | |
|---------------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Martin Luther King Day | 7. Day After Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. New Year's Eve |

B. All regular nonteaching school employees employed on a nine (9) or ten (10) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay.

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 5. Thanksgiving Day |
| 2. Martin Luther King Day | 6. Christmas Eve |
| 3. Memorial Day | 7. Christmas Day |
| 4. Labor Day | |

C. Regular nonteaching school employees employed less than nine (9) months shall be entitled to those holidays enumerated in this Article which fall during the employees' time of employment, for which they shall be paid their regular salary or regular rate of pay.

D. Holiday Eligibility

1. A new employee must have no less than thirty (30) days of work since his last hire to be eligible for holiday pay for holidays not worked.
2. To be entitled to holiday "premium pay" an employee must be on actual time worked his first scheduled day before and after a holiday. To be entitled to holiday "straight time pay", an employee must be on the active payroll (i.e. receives pay) on his last regular work day before and his first regular workday after the holiday.

- E. Employees required to work on a holiday for which they are eligible to receive holiday pay will be paid two (2) times their standard hourly rate and a minimum of four (4) hours.

ARTICLE 29: VACATIONS

- A. Each full-time non-teaching school employee (including full-time hourly rate and per diem employees) who is in service for not less than eleven (11) months in the calendar year, after service of one year with the Board, shall be entitled, during each year thereafter, while continuing in the employ of the Board, to vacation leave with full pay for two (2) calendar weeks, excluding legal holidays.
- B. Employees continuing in the employ of the Board for ten (10) or more years of service shall be entitled to vacation leave with full pay for three (3) calendar weeks, excluding legal holidays.
- C. Employees continuing in the employ of the Board for twenty (20) or more years of service shall be entitled to vacation leave with full pay for minimum of four (4) calendar weeks, excluding legal holidays.
- D. Employees continuing in the employ of the Board for more than twenty-five (25) years of service shall be entitled to one (1) additional vacation day for each year completed thereafter.
- E. Upon separation from employment an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two years immediately preceding his separation and the prorated portion of his earned but unused vacation leave for the current year.
- F. In case of the death of a nonteaching employee such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her estate.
- G. Vacations shall be scheduled at a mutually agreeable time between the employee and his supervisor.
- H. Bargaining unit employees may request to be paid for unused vacation days at the end of the fiscal year (July 1 through June 30), in which they have earned the vacation time. Such time will be paid on the last payday of July for the preceding fiscal year at that daily rate. Half days will not be paid when calculating vacation days. A written request for unused vacation days will be submitted to the Treasurer no later than June 30 of each year.

ARTICLE 30: SEVERANCE PAY

- A. Upon retirement (as defined by Ohio Revised Code Section 124.39) from the Symmes Valley Local School District, an employee shall be compensated for unused sick leave to the extent of one-fourth (1/4) day of severance for each day of sick leave accumulated by the employees up three hundred (300) days and unused by the employee to a maximum of seventy-five (75) days. The rate of compensation shall be determined by dividing the employee's base salary by the number of days specified in his/her work calendar under the employment contract. If the Board provides more severance days to any bargaining unit member of the District, the Board will increase the amount of days for bargaining unit members to the same amount.
- B. To be eligible for severance pay from the Symmes Valley Local School District, the employee must have completed ten (10) years of active service in the Symmes Valley Local School District immediately prior to retirement.
- C. Employees who have not completed the ten (10) years in the Symmes Valley Local School District as defined above are ineligible for benefits under this Article.

ARTICLE 31: MAINTENANCE OF STANDARDS

- A. This Agreement will be the sole recourse available to employees represented by the Association accordingly under Section 4117.10(A) of the Ohio Revised Code.
- B. This Agreement supersedes all other agreements, clauses, practices and memoranda between the Symmes Valley Local Board of Education and the Association and, unless made a written part of this Agreement, shall be considered null and void of the effective date of this Agreement.

ARTICLE 32: COMPENSATION/HOSPITALIZATION

- A. The Symmes Valley Local Board of Education will provide a hospitalization plan and major medical possessing substantially similar benefit levels as the present plan, with the Board paying a dollar amount of 90% of the current premium for either a single or family contract. If the Board pays more than the amount in this section for any bargaining unit member the Board will pay whatever increased amount toward the premium of the OAPSE bargaining unit members. The bargaining unit member is responsible for the remainder of the payment of the health insurance premiums. Any revisions made will meet all requirements included in the Patient Protection and Affordable Care Act and Treasury Regulations. The Symmes Valley Board of Education will pay eighty (80%) percent of the cost of a single or family hospitalization plan for all employees hired after July 1, 2013, with the employee paying twenty (20%) percent.

- B. The Board of Education reserves the right to change to a self-insured plan or to a plan offered by a health services provider authorized to do business in the State of Ohio, provided the coverage made available by such plan is substantially the same as currently available to employees. The Board will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductions so long as the Board uses its best efforts to minimize changes. The exclusive representative will be informed of all changes in advance of the effective day.
- C. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the health insurance program in effect at the time this agreement is signed. Such changes may include, but not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.
- D. See Health Insurance Program Policy Guidelines. (Insurance Opt-Out).
- E. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or the benefits thereunder shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Board. This Agreement shall not relieve any insurance carrier or plan administrator or any liability it may otherwise have to the district, or any member or dependent of a member of the bargaining unit.
- F. The Symmes Valley Board of Education will provide a life insurance program of \$35,000.00 coverage, the cost of which will be paid by the Board. If the Board provides more coverage for any bargaining unit member in the District, the Board will increase the coverage of the OAPSE bargaining unit members to an amount that is equal to that coverage.
- G. The Board of Education will provide a single or family dental plan to all bargaining unit members with the Board paying 75% of the premium and the bargaining unit member paying 25% of the premium. If the Board pays more than the amount listed in this section for any bargaining unit member, the Board will pay whatever the increased amount towards the premiums of the OAPSE bargaining unit members.
- H. The Board of Education will provide reimbursement up to two hundred dollars (\$200.00) for corrective lenses for full-time bargaining unit members per calendar year. A receipt will be proof of such purchases. If the Board pays more than the amount listed in this section for any bargaining unit member, the Board will pay whatever the increased amount towards the reimbursement of the OAPSE bargaining unit members.

ARTICLE 33: COMPENSATION/WAGES

- A. The Symmes Valley Board of Education and OAPSE agree that effective July 1, 2013, all bargaining unit members shall receive a thirty (\$0.30) cent hourly wage increase. Effective July 1, 2014, all bargaining unit members shall receive a thirty (\$0.30) cent hourly wage increase. Effective July 1, 2015, all bargaining unit members shall receive a thirty (\$0.30) cent hourly wage increase.

- B. Longevity Pay

When an employee of the bargaining unit has completed the fifth (5th) step of the Symmes Valley Local School District salary schedule, prior to the beginning of the school year in which the new longevity payment is to be made, the Symmes Valley Local School Board of Education will pay such employee a one time lump sum payment in the amount equal to ten dollars (\$10.00) for each year of service after the 6th year through the 30th year in accordance with the following chart. Such one time payment will be made with the first paycheck issued in December.

<u>Service</u>	<u>Payment</u>	<u>Service</u>	<u>Payment</u>	<u>Service</u>	<u>Payment</u>
6	\$60.00	15	\$150.00	24	\$240.00
7	\$70.00	16	\$160.00	25	\$250.00
8	\$80.00	17	\$170.00	26	\$260.00
9	\$90.00	18	\$180.00	27	\$270.00
10	\$100.00	19	\$190.00	28	\$280.00
11	\$110.00	20	\$200.00	29	\$290.00
12	\$120.00	21	\$210.00	30	\$300.00
13	\$130.00	22	\$220.00		
14	\$140.00	23	\$230.00		

ARTICLE 34: SEVERABILITY

- A. This Agreement shall be subject to any applicable present and future federal, state and local laws, and the invalidity of any provision(s) of this Agreement by reason of any such applicable existing or future law shall not affect the validity of the surviving provisions.

- B. If the determination by a court of final and competent jurisdiction (whether it is a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

ARTICLE 35: NEGOTIATION PROCESS

A. REPRESENTATION

Designated representatives of the Board and the Association shall meet to negotiate in good faith in accordance with the procedures set forth within this Agreement. The Board's negotiating team and the Association's negotiating team shall be limited to not more than five (5) members on each team. Neither party shall have control over the selection of the other party's team members.

B. AUTHORITY OF NEGOTIATORS

While no final Agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make counter proposals, consider counter proposals, and reach compromises in the course of negotiations.

C. GOOD FAITH NEGOTIATING

All parties involved recognize their responsibilities towards the entire community for negotiating in good faith. "Good faith" means coming to the negotiating table for purposes of negotiating and interacting on proposals, not to dogmatically pursue preconceived stands. Good faith negotiating requires that both parties involved recognize the right of each party to present its view and opinions without censure or penalty.

D. EXCHANGE OF INFORMATION

Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

E. CONSULTANTS

The parties may call upon consultants, but the attendance of such consultants of the negotiations table shall not cause the maximum number of team members to exceed five (5). Costs of such consulting service shall be borne by the party requesting it.

F. REQUESTING FOR MEETING/FIRST MEETING

When ninety (90) days are remaining before the expiration of this agreement in any calendar year in which negotiations are scheduled to occur, either party may notify the other of a desire to commence bargaining. A meeting shall be held within fifteen (15) days of such request.

G. SUBMISSION OF ISSUES

All issues for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit in writing to the Association all or 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 by both parties.

H. MEETINGS

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times of the prior meeting. Length of meetings as well as times and places of the meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session.

I. CAUCUS

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.

J. SESSION TIME LIMITS

These time limits are guidelines only and may be modified by mutual agreement.

1. Either party may call caucuses during negotiations for a period of up to thirty (30) minutes.
2. Bargaining sessions shall last a maximum of three (3) hours.

K. PROGRESS REPORTS

During negotiations interim reports may be made to the Association by its representatives and to the Board by its representatives.

L. NEW RELEASES

During negotiations process only mutual statements will be issued to the media, jointly signed by the negotiation spokespersons.

M. ITEM AGREEMENTS

As negotiated items ("articles") are agreed upon, they shall be reduced to writing and initialing by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue ("article"), subject to finalization by ratification by the membership of the Association and adoption by the Board.

N. DISTRIBUTION OF AGREEMENT

1. Within thirty (30) days after the Agreement is signed, seventy (70) copies of this Agreement shall be ordered with the costs to be shared equally by the Board and the Association. One copy will be issued to each classified employee and the balance will be stored in the Board of Education office for new classified employees.
2. The Board and the Association shall have the opportunity to proofread and approve the Agreement before and after printing.
3. Newly hired employees during the period of this Agreement will be furnished a copy of this Agreement by the Board of Education after official Board hiring action.

O. SCOPE OF BARGAINING

The Board and the Association agree that the scope of bargaining as referenced under this Recognition article will be limited to only salary, fringe benefits (also called collateral employee benefits), and terms and conditions of employment.

ARTICLE 36: IMPASSE PROCEDURE

- A. Initial meetings between the Association and the Board of Education or its designated representative will take place under Article 35: Negotiation Process, Section F.
- B. When ninety (90) days are remaining before the expiration of this Agreement, the Board and the Association will file Notices to Negotiate with the State Employment Relations Board and be governed by Ohio Revised Code Section 4117.14.
- C. In the event an agreement is not reached by negotiations after full consideration of the proposals and counter proposals, either party may request the State Employment Relations Board (SERB) appointed mediator, who must carry FMCS certification, to intervene in the negotiations by declaring Impasse. This is an alternate dispute measure that supersedes Ohio Revised Code 4117.14.
 1. The Mediator will be submitted a list of issues at impasse and a list of all resolved issues.
 2. The Mediator shall have the authority to call meetings at which both parties must be represented by their chief negotiators.
- D. Once the Association receives the final offer from the Board, the Association will give the employees of the Symmes Valley Local School District an opportunity to have a secret ballot vote on the final offer within ten (10) working days and report the results to the Superintendent within three (3) working days of the vote.

- E. If no agreement still exists, the Association must notify the Board and SERB under the provisions of Ohio Revised Code Section 4117.14 before any legal strike is declared.

ARTICLE 37: COMMERCIAL DRIVERS LICENSES (CDL)

- A. Employees whose positions require a valid State of Ohio Commercial Drivers License are required to possess such license with proper and necessary endorsements by April 1, 1992.
- B. The School District will endeavor to make available voluntary training to assist those individuals whose positions require such license. Such training will be designed to provide them with information to assist them in preparing for necessary test(s).
- C. The School District will endeavor to arrange such training at a Schoolwork site during regular working hours.
- D. The School District will arrange for such employees to be able to obtain the necessary physical examination required for said license at no cost to the employee.
- E. The School District will pay the cost of a CDL License as well as the cost of recertification within the District and fingerprinting for each employee required to have a CDL for their position upon presentation of a paid receipt to the Treasurer of the Board.
- F. Employees who do not possess the required CDL with endorsements will not be permitted to operate the School District's equipment. The Employee will be removed from his position and will be offered any other available/open position for which he is qualified that might exist in the bargaining unit. If no such position exists for which he is qualified, the employee will be laid off in accordance with Article 14 of this Agreement.
- G. An employee who loses his driving rights for a period of sixty (60) days due to violation of law, may move to an available/open position for which he is qualified that does not require the operation of any School District and/or leased equipment. During this time period, the School District will fill his vacated position temporarily for sixty (60) days until the employee again obtains his CDL. Should no open and /or vacant position exist for which he is qualified, the employee will be laid off in accordance with Article 14 of this Agreement.
- H. An employee who loses his driving rights for a period of one year will face Automatic Termination of his employment with the Symmes Valley Local School District.

ARTICLE 38: DRUG TESTING

A. INTRODUCTION

The goal and intent of this Article is the rehabilitation and assistance of those first-time offenders who have drug problems. However, action taken against a Bargaining Unit member shall be determined by individual circumstances of each case and disciplinary action up to and including termination if possible. The Board's intention is not to target individuals taking properly prescribed medications.

B. No employee of the Symmes Valley Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.

C. "Workplace" shall be defined to mean the site for the performance of work done. The workplace includes any school building, school property, school-owned vehicles or school approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activities, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.

D. As a condition of employment, each employee shall notify his/her supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such correction.

E. In the event that an employee violates the terms of this policy, action taken against said employee shall be determined by the individual circumstances of each case followed by disciplinary action up to and including termination.

F. Only the Superintendent or his designee acting in his absence may order a drug test.

G. When the administration has reasonable suspicion to believe that:

1. An employee is being affected by the use of alcohol; or
2. Has abused prescribed drugs; or
3. Has used illegal drugs,

The administration shall have the right to require the employee to submit to alcohol or drug testing as set forth in this agreement.

H. Detailed testing procedures shall be developed by the Superintendent to:

1. Positively identify employee prior to testing;

2. Provide for employee privacy and security of samples;
 3. Establish if an employee is taking any drug legitimately under medical supervision.
- I. The laboratory selected to conduct the analysis will be experienced and capable of proper quality control, documentation, chain of custody, technical expertise and demonstrated proficiency.
 - J. The administration shall give employees an opportunity for rehabilitative programs. An employee can nullify his/her rights by failing to participate in such programs. No employee shall be discharged who abuses alcohol or drugs without the opportunity to participate in a rehabilitation program.
 1. Employees entering into a rehabilitation program shall be permitted to use any sick leave to their credit.
 2. Any employee who has exhausted his/her sick leave shall be granted Unpaid leave to participate in a rehabilitation program.
 - K. The administration may also require employees to randomly submit to drug and/or alcohol screening. Random testing will be conducted up to two (2) times per year comprising up to 10% of total work force.
 - L. All members whose work assignment requires a Commercial Drivers License shall be covered by the Alcohol and Controlled Substance Policy and procedures adopted by the Lawrence County Educational Service Center and the Symmes Valley Board of Education.

ARTICLE 39: SIGN-IN/SIGN-OUT SHEETS

- A. All non-certificated employees who work in the buildings and on the grounds of the School District are responsible for signing in when they arrive at work and signing out when their work days are complete on time sheets/leave submission forms provided by the School District. Time sheets/leave submission forms will be remitted to building supervisors on a weekly basis. Employees who leave the School District at any time during their assigned hours of work are responsible for documenting the trip on the comments section of the time sheet/leave submission form.
- B. Bus Drivers will sign in and out at the start of their routes and the end of their routes both in the morning and in the evening on sign-in and sign-out sheets that they work provided by the School District.
- C. The sign-in/sign-out sheets are to chart overtime and ensure the safety of all staff and is not normally intended to be used for the purpose of discipline.

ARTICLE 40: TERMINATION

- A. This Agreement constitutes the entire contract between the Board and the Association and settles all demands and issues with respect to all matters subject to collective bargaining. This agreement supersedes and cancels all previous agreements, verbal or written, based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Therefore, the Board and the Association, for the duration of this Agreement waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein.
- B. This Agreement shall become effective as of July 1, 2013, except as otherwise indicated herein, and shall remain in effect up to and including June 30, 2016, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party to other at least sixty (60) days prior to June 30, 2016, or prior to the date of the expiration of any annual renewal thereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.
- D. All Articles of this Agreement are effective on the signing date of this Agreement.

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AGREED TO THIS 8th DAY OF August, 2013.

FOR THE SYMMES VALLEY
BOARD OF EDUCATION:

Chris Thompson
Chris Thompson, Board President

Steve Brown
Steve Brown, Board Member

Hope Rowe
Hope Rowe, Board Member

Tom Shepherd
Tom Shepherd, Board Vice President

Kent Wells
Kent Wells, Board Member

Jeff Saunders
Jeff Saunders, Superintendent

Jack Webb
Jack Webb, Treasurer

FOR THE UNION

Karen Bailey 8/6/13
Karen Bailey, OAPSE Representative

Joy Brumfield
Joy Brumfield, OAPSE Union President

Donna Justice
Donna Justice, Negotiating Team Member

Brenda Ralph
Brenda Ralph, Negotiating Team Member

Richa Shepherd
Richa Shepherd, Negotiating Team Member

APPENDIX A: SYMMES VALLEY LOCAL SCHOOL DISTRICT

CLASSIFIED EMPLOYEES SALARY SCHEDULE

CUSTODIANS

STEP	2013-2014 SALARY	2014-2015 SALARY	2015-2016- SALARY
0	13.21	13.51	13.81
1	13.27	13.57	13.87
2	13.32	13.62	13.92
3	13.38	13.68	13.98
4	13.43	13.73	14.03
5	13.55	13.85	14.15

BUS DRIVERS

STEP	2013-2014 SALARY	2014-2015 SALARY	2015-2016 SALARY
0	15.76	16.06	16.36
1	15.85	16.15	16.45
2	15.96	16.26	16.56
3	16.03	16.33	16.63
4	16.13	16.43	16.73
5	16.22	16.52	16.82

AIDE

STEP	2013-2014 SALARY	2014-2015 SALARY	2015-2016 SALARY
0	14.62	14.92	15.22
1	14.85	15.15	15.45
2	15.07	15.37	15.67
3	15.29	15.59	15.89
4	15.52	15.82	16.12
5	15.81	16.11	16.41

COOK

STEP	2013-2014 SALARY	2014-2015 SALARY	2015-2016 SALARY
0	14.55	14.85	15.15
1	14.63	14.93	15.23
2	14.70	15.00	15.30
3	14.77	15.07	15.37
4	14.85	15.15	15.45
5	14.93	15.23	15.53