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AN AGREEMENT BETWEEN

**THE BOARD OF EDUCATION
SYLVANIA CITY SCHOOLS**

AND

SYLVANIA LOCAL NO. 227

OAPSE/AFSCME LOCAL 4/AFL-CIO

JULY 1, 2014

through

JUNE 30, 2016

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ARTICLE 1

RECOGNITION

1.1 This Agreement made and entered into by and between the Board of Education of the Sylvania Schools, hereinafter referred to as the “Board,” and the Ohio Association of Public School Employees (OAPSE) and Local #227, hereinafter referred to as the “Union” is as follows:

The Board recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in Article 1.2 of this Agreement. The contract expires on June 30, 2016 at 11:59 p.m.

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

- | | |
|------------------------------|---|
| A. Cafeteria | G. Maintenance/Grounds |
| B. Paraprofessionals | H. School Delivery |
| C. Secretaries | I. Audio Visual/Computer Technician |
| D. Maintenance/Building | J. Resource Center Consultant/
Mobile Lab. Coordinator |
| E. Custodial/Boiler Operator | |
| F. Transportation | |

1.3 For the purpose of this Agreement the following are excluded from the bargaining unit:

- A. Supervisory/Management level personnel as excluded in the past and defined in O.R.C. 4117.
- B. Secretary to Superintendent
- C. One (1) Secretary either to the Assistant Superintendent or to the Human Resources Director
- D. One Staff Accountant
- E. Substitutes

Any changes to the recognition clause and the bargaining unit shall not reduce the deemed certified status of the bargaining unit.

ARTICLE 2

BOARD (MANAGEMENT) RIGHTS

2.1 Except as herein clearly explicitly limited by express terms of this Agreement, the rights of the employer in all respects to manage the entire operation of all phases of the school system including, but not limited to, the right to hire, fire, promote, dismiss, discipline for just cause, make and enforce rules and regulations, establish and modify working hours, plan, transfer employees, shall be the sole and exclusive prerogative of the employer.

- 2.2 Any and all rights, powers and authority the employer had prior to entering into this Agreement with the Union are retained exclusively by the employer except as expressly abridged, delegated, granted, or modified by this Agreement.

ARTICLE 3

NON-DISCRIMINATION

- 3.1 The Board and the Union agree that neither shall discriminate against any employee for any reason that is illegal by any state or federal law. The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information, (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

ARTICLE 4

COLLECTIVE BARGAINING PROCEDURE

- 4.1 Procedures for conducting negotiations shall be established at the initial session.
- 4.2 The scope of negotiations shall be wages, hours, fringe benefits, and terms and conditions of employment.
- 4.3 In the event either party feels an impasse has been reached in negotiations, they may request the services of a federal mediator to assist the parties to reach an agreement.
- 4.4 Negotiations shall be conducted by designated representatives of the Board and the Union.
- 4.5 When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form it shall be submitted to the Union and the Board for ratification and adoption. When tentative agreement is reached both parties shall recommend ratification by the Union and the Board. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Union's representative.

ARTICLE 5

PROVISIONS CONTRARY TO LAW

- 5.1 In the event that some provision(s) of this Agreement is rendered null and void by changes in state or federal statutes or a court of competent jurisdiction, all other provisions shall remain in full force and effect.

- 5.2 Should any sections of this Agreement be declared invalid or unenforceable as stated above, representatives of the Union and the Board shall meet on proposed new language relating directly to the subject matter of the provision declared invalid or unenforceable.
- 5.3 This does not affect the ability of the parties to supersede herein provisions of law pursuant to O.R.C. 4117.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 DEFINITION

A grievance is a claim by an employee or the Union hereinafter referred to as the grievant, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or work rule. A grievance must be filed no later than seven (7) days following the date of the alleged violation. For purposes of this Article, "days" shall mean work days and do not include Saturdays, Sundays, or holidays whether or not work is scheduled thereon.

6.2 PURPOSES

The following purposes are presented as a framework from which the grievance procedures, hereinafter set forth, have been developed, and according to which they are to be conducted:

- A. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. To ensure that a complaint is considered fairly, with all due speed and without prejudice or reprisal.
- C. To encourage employee expression regarding conditions that affect him.
- D. To build confidence in the sincerity of the procedure.

6.3 INFORMAL PROCEDURES

In the event that the grievant believes there is a basis for a grievance, he may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem.

6.4 FORMAL PROCEDURES

Step 1

No later than seven (7) days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed Grievance Report Form. Within seven (7) days of receipt of the Grievance Report, the administrator shall meet with the grievant in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant within seven (7) days after such meeting.

Step 2

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step 1, the grievant may within seven (7) days submit the written Grievance Report Form, to the Superintendent or designee. Within seven (7) days of receipt of the Grievance Report the Superintendent and/or his designee shall meet with the grievant. Within seven (7) days after such meeting, the Superintendent or designee shall indicate in writing his disposition to the grievant.

Step 3

If the Union is not satisfied with the disposition of the grievance at Step 2, the Union may refer the grievance to grievance mediation under the director of Federal Mediation and Conciliation Services by filing a written request with the Executive Director of Human Resources. If unresolved through mediation, the Union may, within ten (10) days of the completion of the mediation meeting, refer the grievance to arbitration by filing a demand in writing with the Superintendent or designee for Step 4.

Step 4

The matter shall be submitted to the American Arbitration Association with a request for nine (9) arbitrators. The arbitrator shall be selected according to the alternate strike method. The arbitrator shall have no power to alter, add to, or subtract from the stated provisions and rights herein contained, and his award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared by the Board and the Union. All additional expenses shall be borne by the parties incurring them.

GENERAL PROVISIONS

- A. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

- B. Nothing herein contained shall be construed to limit the right of an individual employee to discuss a personal complaint with a supervisory person without recourse to the grievance procedure except that the Union shall be informed of any result that affects the Agreement.
- C. The grievant may be represented at any stage of the grievance procedure by a Union representative.

GRIEVANCE FORMS

- 1. Any grievance may be filed on the authorized grievance form agreed to between the parties to this Agreement.
 - 2. Such forms must provide for naming of the specific article of the Agreement referring to the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested.
 - 3. The agreed to grievance form shall be made available to any employee requesting such either through his/her supervisor or the local Union representative.
- 6.5 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 6.6 Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present.
- 6.7 The grievant and one (1) Local representative will be released from duty with pay in the event a grievance or arbitration meeting cannot be scheduled outside of the normal working hours.

ARTICLE 7

SENIORITY

- 7.1 To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail. Civil Service laws of the city insofar as they affect employees shall be superseded by this Agreement.
- 7.2 System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire. This provision relates to regular contracted employees only.
- 7.3 Job classification shall be defined as the total length of employment by an employee in a particular job classification. Job classifications shall correspond with the job classifications set forth in Article 1 or as established in Article 9 of this Agreement.

- 7.4 Building seniority shall be defined as the length of employment by an employee in a particular building as computed from the employee's most recent date of entry into such building.
- 7.5 Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees subject to the terms of this Agreement. Only regular full-time or regular part-time employees shall accumulate seniority.
- 7.6 Employees shall be employed on a trial or probationary basis for the first fifty (50) days worked of their employment and during such fifty (50) days worked shall be subject to retention or discharge at the discretion of the Board. There shall be no seniority among trial or probationary employees. When an employee successfully completes his/her trial or probationary period he/she shall be entered on the seniority list for his/her classification and shall rank in seniority from the date of hire.
- 7.7 A substitute who works in a classification one hundred and twenty (120) days between August 1 through July 31 will be given one (1) years' experience on the salary schedule when employed under contract for each year worked.

ARTICLE 8

BIDDING

- 8.1 Permanent vacancies resulting from openings in existing jobs or newly created jobs shall be advertised for bid by posting at the Board of Education office and in the school offices for five (5) working days. Openings shall be advertised no later than five (5) working days after the Board decides to permanently fill the job. If a substitute is placed in a position for more than 30 working days, the Superintendent or his/her designee shall discuss with the Union President the reasons the position is not permanently filled. If a substitute is placed in a position for a period of seventy five (75) working days, said position shall be posted.

If an opening occurs in the transportation department, paraprofessional or cafeteria department during the months of June, July, and August of any calendar year, said openings shall be advertised on the first day of attendance by the student population. Notices of openings shall be mailed to the nine (9) and ten (10) month employees who have indicated in writing to the office of the Superintendent or designee, their wish to be notified.

- 8.2 For special education paraprofessionals, see no. 9 below. Any employee may request a posted position in writing to the Superintendent or his/her designee. In selecting an employee for the position, the Board shall use the following guidelines.
1. The position shall be offered first to qualified employees within the present department or classification. Qualifications shall not be limited to minimum requirements to apply for a position, but shall include the ability to perform the job responsibilities as listed on the job bid notice.

2. If more than one qualified employee within said department or classification requests the vacancy in writing, the employee with the highest classification seniority shall be awarded the position.
3. If the vacant position is not filled by an employee within the classification or department, it shall be offered to the qualified employee with the highest system seniority.
4. Bidders shall have the option in the first ten (10) working days in the new position to return to their previous position. An employee may be returned involuntarily during this ten (10) days only if the employee demonstrates a lack of qualifications.
5. If an employee is not selected through the above process, the Board may fill the position with a newly hired employee.
6. If any substitutes have received from the Board special training which will be a requirement for a position, the same opportunities for training skills shall be given to otherwise qualified personnel who bid on the job in question. The employer shall offer training concerning special education qualifications to all paraprofessionals and bargaining unit members who are interested. This training shall be offered throughout the year and prior to the start of each school year as the need arises without loss of pay (but no specific number of training sessions is mandated by this sentence). The employer shall supply a calendar at the end of each school year of the trainings required to qualify for and to maintain qualifications for special education paraprofessional positions.
7. Effective 9/1/91, an employee who changes classification shall receive ½ of his system seniority for the purpose of placement on the Salary Schedule only.
8. An employee holding a four (4) hour or less position cannot successfully bid into positions more than two (2) times in a year unless the new position has an increase in hours or wages.
9. Additional bidding procedures for special education paraprofessional positions. After the beginning of a school year, a special education paraprofessional cannot bid on another position for the entire school year unless it is waived in writing by Human Resources; or if a paraprofessional is bumped or displaced pursuant to Section 9.9 from his/her current position during the school year and that position becomes open for bid that year, that paraprofessional shall be eligible to bid on that position; or unless the employee bids successfully on a bargaining unit position with more than one additional hour daily and the same or higher hourly rate of pay. If there are conflicts between paraprofessionals and teachers, before any waivers are issued a meeting shall be held between the parties to try to reach resolution of any dispute. The most senior employee shall “shadow” an employee in an open bid position before accepting the position. No more than two (2) employees shall shadow within one workday or at one time. If the employee accepts the position after “shadowing,” he/she has five (5) workdays in the position to return to his/her former position. If an employee elects to exit the

position within the above stated five (5) days, then the employer shall offer the position to the next eligible bargaining unit employee who has also bid (and if desired, had the opportunity to shadow) on the position.

- A. All open special education paraprofessional positions shall be posted according to this article prior to the end of each school year (no later than ten (10) work days).
- B. At the same time, the employer shall announce a date for a job fair to be held in the spring or summer. The attendance of the paraprofessional union steward and/or Union President shall be paid at the summer rate of pay for attending the job fair.
- C. During the summer months between the end of year job bidding and the job fair, the employer shall electronically list all open special education paraprofessional positions. All available positions shall be bid on at the job fair.
- D. The Human Resources Department and Union shall work together through a sub-committee of the LMRC to adopt reasonable rules for conducting the Job Fair.
- E. An employee who cannot attend the Job Fair can participate by written proxy.
- F. Any vacancy resulting from an employee taking another position(s) at the Job Fair will be available for bidding and filling at the Job Fair.

8.3 As used in this Agreement (including Article 14) qualifications include the job responsibilities of a position.

8.4 Classified personnel within each building may receive a copy of any bid sheets upon request from the building administrator or supervisor.

ARTICLE 9

LAY-OFF AND RECALL

9.1 Whenever it becomes necessary in the opinion of the Board to layoff employees, affected employees shall be laid off according to seniority within their job classification, with the least senior employee laid off first. Authorized leaves of absence do not constitute a break in continuous service. In the case of identical seniority, seniority will be determined by drawing numbers. The person who draws the lowest number will have the highest seniority.

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

- | | | | |
|----|---------------------------|----|--|
| A. | Cafeteria | G. | Maintenance/Grounds |
| B. | Paraprofessional | H. | School Delivery |
| C. | Secretaries | I. | Audio Visual/Computer Technician |
| D. | Maintenance/Building | J. | Resource Center Consultants/
Mobile Lab Coordinator |
| E. | Custodial/Boiler Operator | | |
| F. | Transportation | | |

9.3 The Board shall determine in which classification the layoff should occur and the number of employees to be laid off. The Board shall permit employees to voluntarily be laid off. Affected employees shall be notified of the layoff by regular mail, certified mail and e-mail. In the classification of layoff, employees on probation shall be laid off before any employee in that classification employed on permanent status is laid off.

9.4 No employee on recall shall be offered a vacant position with the Board until currently employed employees within that classification only, have exhausted their right to bid on a vacancy in accordance with Article 8 of this Agreement.

9.5 Seniority lists shall be furnished to the Union upon request. Each employee to be laid off shall be given advance written notice of the layoff.

9.6 Recall from Layoff shall be in inverse order of classification seniority.

Recalls which occur in the classification of layoff shall be offered to the employee 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, except for voluntary layoffs. No employee shall lose the right of recall by reason of having declined recall to a position requiring fewer regularly scheduled hours than required by the position the employee last held. Recalled employees must report for work within five (5) days of notification unless an extension is granted by the Administration.

9.7 The employee's name shall remain on the appropriate list for a period of four (4) 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.

9.8 When a reduction in the work force becomes necessary, Lucas County employees within the same classification as those OAPSE positions identified for elimination shall be eliminated prior to the elimination of those identified OAPSE employees.

9.9 When a reduction in work force is necessary due to a decrease of work or insufficient operating funds, employees whose contracts are to be suspended shall be considered for placement in the following manner:

- A. Job classification seniority shall be defined as the total length of employment in a particular job classification. In the event of a layoff, caused by the elimination of a job, an employee shall, prior to being laid off, have the option to bump an employee with less seniority in his/her job classification, provided said employee

possesses the necessary qualifications as outlined in the job description for that particular position. The Board shall periodically offer training for the more common requirements for jobs, such as ServSafe, secretarial tests, and CPI.

- B. If said employee is displaced from current classification said employee may displace the least senior employee within any classification in which he/she was previously employed, provided however, the displacing employee's seniority in the classification must exceed the seniority in the classification of the employee displaced. If said employee has previously been employed in multiple classifications, the employee may choose which classification in which to displace the least senior employee.
- C. At least ten (10) days prior to being laid off, per 9.9(A) above, the employee shall be provided notice of the layoff and a brief list of the jobs available for him/her to bump into. Upon request, the employee shall be furnished a complete job description for particular jobs on the list. The employee shall have three (3) working days from the date on which the notice is sent in which to notify the Director of Human Resources whether he or she will bump into a particular job. Resulting bumps shall be handled in the same way. All bumping shall be done on paper before any employee is moved into his/her new position.
- D. Employees may displace employees pursuant to this Article who work more hours or days than the displacing employee previously held prior to the layoff.

ARTICLE 10

DISCIPLINE PROCEDURE

- 10.1 Other than in extreme circumstances no employee shall be suspended or terminated without first having had a hearing with an Union Representative of his choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to Union representation. The employee must sign the statement acknowledging receipt of the statement and date received. In extreme circumstances as stated above, said hearing shall occur on the next work day.
- 10.2 Disciplinary action must be for just cause and shall depend on the severity or nature of the offense. Such actions shall include but may not be limited to:
 - A. Oral Warning (written copy to employee)
 - B. Written Warning (written copy to employee)
 - C. Suspension
 - D. Termination
- 10.3 If an employee is called into an interview to determine whether or not discipline is warranted, the employee may have an Union representative present.

- 10.4 The employee may appeal any disciplinary action directly to Step 2 of the grievance procedure.
- 10.5 The employee's personnel file which has any record(s) of disciplinary action longer than twenty-four (24) months from the date of action shall cease to have an effect on any future disciplinary action, except for misconduct involving student wellbeing. The employee shall have the right to review any document placed in his/her personnel file prior to it being placed in the file. It is understood that the employees' personnel file maintained in the Board of Education office shall be the official file. No other files or documents will be accepted as such.
- 10.6 The employee may attach a letter of rebuttal to any disciplinary and/or derogatory material. The letter of rebuttal should be directed at and limited to the issue involved and submitted within ten (10) working days of receipt of said materials.
- 10.7 Administrators shall not routinely review video/DVD surveillance for the sole purpose of finding employee misconduct.

ARTICLE 11

EMPLOYEE EVALUATION

- 11.1 An annual evaluation based on an employee's work record and performance shall be conducted by his/her administrator and shall be examined by the employee and initialed by him/her prior to being placed in his/her file.
- 11.2 An employee within ten (10) working days of the employee's receipt of the evaluation may write his/her comments on any evaluation form examined by him/her.
- 11.3 Any employee may review his/her past employment records at any time. Said employee may not remove records from the file.
- 11.4 Any record of any disciplinary nature held in an employee's file must be initialed in ink by the employee. Such initialing in ink merely indicates that the employee has seen the form and does not signify agreement.
- 11.5 Derogatory material may not be placed in an employee file unless it is placed there within ten (10) working days of its receipt by a Board member, Superintendent or other administrator. The employee shall sign and date materials in ink showing that a copy has been received. Such signature merely indicates that the employee has seen the information and does not signify agreement.

ARTICLE 12

LEAVE OF ABSENCE

- 12.1 Upon a written request the Board of Education may grant a leave of absence for a period of not more than two (2) years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request. The employee must provide a certificate from the employee's physician justifying the medical need for absence.
- 12.2 The Board shall hire a temporary employee to replace an employee on long term leave. Article 7 (7.6) shall apply to temporary employee(s). For the purpose of this clause, long term leave shall be leaves consisting of a minimum of six (6) months or more. In addition, the Food Service Department shall be excluded from this clause due to the operation of Section 25.6.
- 12.3 To return to work from an absence due to illness or other disability, an employee must provide a certificate from the employee's physician justifying the medical need for the absence and stating all limitations on the employee's activity or work. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
- 12.4 If after the return of the employee from leave, the person employed for the regular employee is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his length of service with the Board during such replacement period.
- 12.5 Employees shall submit a request in writing for no more than five (5) non-paid days to their immediate supervisor. The immediate supervisor shall meet with the committee to review his/her recommendation. The committee shall consist of the union president, classification representative, Superintendent and immediate supervisor or other designee(s). Approval must be by majority. A leave of absence under this Section 12.5 shall only be granted for extreme or extenuating special circumstances.

ARTICLE 13

LABOR MANAGEMENT RELATIONS COMMITTEE

- 13.1 The Superintendent and/or his/her designee, the Union President or his/her designee and a representative from each classification agree to meet and discuss issues other than those included in this Agreement. This group shall be referred to as the Labor-Management Relations Committee (LMRC).
- 13.2 The LMRC shall meet at least on a monthly schedule. All meetings shall be held at agreed upon times and places and shall not exceed two (2) hours in length unless both parties agree to extend the meeting time. No member shall be without loss of pay to attend LMRC meetings. Advance request shall be made at least ten (10) days before a proposed meeting date. Along with the request shall be attached the agenda of items to

be discussed. The parties shall involve a facilitator at no cost from the FMCS for periodic training of new members when deemed necessary. Training shall be without loss of pay for those who attend, not to exceed eight (8) hours of training.

13.3 Any employee may express his/her concern regarding safety to the LMRC.

ARTICLE 14

JOB DESCRIPTION

14.1 An employee shall be furnished with a copy of his/her job description at the time he/she takes the job and/or upon request.

14.2 The Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.

14.3 During the term of this Agreement, the employer may request a job audit of the qualifications and responsibilities of a position. The purpose of this audit is to determine qualifications, responsibilities, and pay level increases.

The job audit shall be performed by the Superintendent's designee, an administrator from the department affected, the OAPSE President or his/her designee and the OAPSE classification representative.

14.4 Prior to any change in any job description covered under this agreement, OAPSE shall be notified of such changes anticipated and the effective date of such change. If agreement cannot be reached in 14.3 above, the Union reserves the right to Article 6 (Grievance Procedure) when changes in the job description are unreasonable and not mutually agreed upon.

ARTICLE 15

SICK LEAVE

15.1 A. Each person covered by this Agreement shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Sick leave accrual will be prorated for any employee working less than five (5) days per week.

B. It is agreed to by the parties that the practice of earning sick leave accrual will be as follows:

Sick leave accrual for all classified staff, will be earned on a monthly basis on the employee's first day of that month he/she worked. Should an employee end a month with 0 sick leave accumulation and is absent the first work day of the next month, no leave has been earned or can be taken. Following through, when the

employee returns to work sick leave accrual for that month is earned and can be taken.

15.2 SICK LEAVE DEFINITION

A. An employee should give as much notice as possible in advance of an absence due to sick leave or bereavement leave. Sick leave will be granted without loss of pay for absence for the following reasons.

1. Personal illness, pregnancy, and exposure to contagious disease which could be communicated to others.
2. Family illness or injury:
 - a. Sick leave will be granted for absence due to illness or injury in the immediate family without restriction.
 - b. Immediate family will be defined as mother, father, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister, brother, husband, wife, child, or anyone who has virtually held the position of parent or child, or anyone who is a permanent member of the household/family of the staff member.
3. Use of Sick Leave for Death:
 - a. Absence from duty for up to five (5) days within seven (7) calendar days from the date of death will be allowed for the death and burial of an immediate member of the family.
 - b. Immediate family will be defined as in 2b above.
 - c. Additional days for absence due to death in the immediate family may be granted by the Superintendent or his designee in extenuating circumstances.
 - d. If an employee is absent more than three (3) days for bereavement, the employee must provide written proof of attendance at the funeral or memorial service.
 - e. In the case of death and burial of someone who is not a member of the immediate family (see 2 - b above), absence will be allowed for one (1) day. The employee must provide written proof of attendance at the funeral or memorial service. Additional days may be granted by the Superintendent or his/her designee in extenuating circumstances.

15.3 Any accumulated sick leave of a person separated from any other public service in the State of Ohio shall be transferable.

- 15.4 If sick leave is taken and medical attention was required, the Board may request a signed statement to justify the use of sick leave. A doctor's note may be required after three (3) consecutive sick leave days or seven (7) accumulated sick leave days in the same school year. An employee who has more than one job and who is absent from the mid-day portion of his/her duties must have a doctor's note to return to work that same day.
- 15.5 The maximum accumulated sick leave will be 335 days.
- 15.6 Abuse of sick leave is subject to discipline.
- 15.7 If the principal or supervisor has a question about an employee's use of sick leave, the principal or supervisor shall hold a conference with the employee, at which the employee shall be represented by a union representative. This step must precede (A) and/or (B) below.
- A. The Superintendent or designee may require written certification to justify use of sick leave from the employee's physician when:
1. There is a pattern of use, such as sick absences before or after a holiday or vacation period, on Mondays or Fridays, or a certain time of year;
 2. There is a reasonable suspicion of sick leave abuse;
 3. The employee has been absent using sick leave for more than nine (9) days total for a nine-month employee or eleven (11) days total for a longer than nine-month employee during the same school year (nine months meaning the regular school year for students); or
 4. The employee is on an extended absence and the Superintendent or designee has reasonable grounds to question the continued absence, once every thirty (30) calendar days.
- B. The Superintendent or designee may require the employee to be examined at Board expense by a physician or psychologist designated by the Superintendent or designee when:
1. The Superintendent or designee wishes to verify the employee's fitness for return to work; or
 2. The Superintendent or designee wishes to verify an illness or disability after the employee has supplied a written certification from the employee's physician; or
 3. The employee is on duty but there is a genuine question whether the employee can perform the essential functions of the job and whether reasonable accommodation is needed for the employee's disability as covered by the Americans with Disabilities Act.
- C. Information about the Employee Assistance Plan is available at the Human Resources office.
- 15.8 To return to work from an absence due to illness or injury of longer than five (5) consecutive work days, the employee must provide a certificate from the employee's

physician justifying the use of sick leave and stating all limitations on the employee's activity or work.

15.9 Transitional Work Program

- A. The Board is continuing a program to allow its employees who are on extended leave due to illness or injury to return to work in a Transitional Work position while they are recovering. The Superintendent or designee will determine whether work can be offered to an employee who is otherwise temporarily unable to return to his/her pre-injury position of employment.
- B. A physician who is treating an employee is required to provide the Superintendent or designee a list of work restrictions and physical capabilities. Upon receipt of such restrictions, the Superintendent or designee will determine whether work within those restrictions can be offered on a temporary basis. If such a position can be offered, the Superintendent or designee will provide a written offer of transitional work explaining the position to be offered and the start time. The rate of pay shall be the employee's current rate from his or her classification of assignment. An employee is eligible to remain in that transitional position for ninety (90) work days or until the employee is released to return to the employee's prior position of employment (whichever period is shorter). The Superintendent or designee reserves the right to have the employee examined by a physician of his choice to verify the stated restrictions, ability to work and extent of disability.
- C. An employee doing transitional work will receive at least two (2) weeks' notice prior to the date he/she has exhausted his/her eligible time in the transitional program. Upon receipt of that two (2) week notice, the employee must obtain from his/her physician either: (1) a release to return to the employee's prior position of employment; or (2) a statement from the physician that the restrictions will reach maximum medical improvement within the next thirty (30) days. In the event the employee obtains a statement of expected maximum medical improvement, the employee may be granted a thirty (30) work day extension of transitional duty. In extraordinary circumstances, the employee may be granted further extensions.
- D. It is an undue hardship to the employer to provide permanent transitional work employment. It is the goal of this program to provide meaningful transitional work so that the hardship and income loss suffered by an injured employee can be reduced.

15.10 Sick Leave Bank.

Any bargaining unit member may donate sick leave to another bargaining unit member with the approval of the Superintendent/designee. Any bargaining unit member may accept donations from any bargaining unit member upon approval of the Superintendent/designee.

ARTICLE 16

FAMILY AND MEDICAL LEAVE ACT

- 16.1 The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits beyond those provided in this agreement, those incremental leave of absence rights and benefits shall be accorded to classified staff eligible therefore under the act and regulations issues pursuant to it.
- 16.2 Employees working less than 12 months and 40 hours per week, will have their eligibility, in regards to the minimum hours worked over the previous 12 months, prorated in an equivalent manner. Currently the proration is 1250/2080.

ARTICLE 17

PERSONAL LEAVE

- 17.1 All classified personnel shall be granted up to three (3) days of leave each year without loss of salary to transact necessary personal business or attend to affairs of personal nature which cannot be conducted outside the regular school day. Personal Leave will be prorated for any employee contracted less than five (5) days a week and also prorated for any employee hired after the school year contract starting date.
- 17.2 Valid reasons for taking personal leave may include, but not be limited to, the following: Family obligations such as graduations, weddings, funeral, and for other just reasons not covered by any other leave policy. Tardiness or sick absence is not a valid reason for personal leave; provided, however, if the employee has personal leave he or she can use and is out of sick leave the employee may use personal leave for sick absence on the first day of the month.
- 17.3 Requests for paid personal leave shall, except in urgent emergencies, be made through the immediate supervisor three (3) work days in advance and forwarded to the Superintendent or his/her designee for approval prior to the date of such leave. A request must be entered into the attendance system a minimum of three (3) work days before the beginning day of such leave subject to 17.5, (except in urgent emergencies, which does not include reasons for which sick leave could be used.) The employee shall be notified by email of their approval status by their immediate supervisor.
- 17.4 Personal leave knowingly utilized in violation of this policy shall result in appropriate disciplinary action, up to and including contract termination.
- 17.5 Three (3) personal leave days will be granted by submitting to the building administrator or immediate supervisor written notice of intention to be absent through the attendance system. No further information will be required. The use of these days shall be limited to the first ten (10) percent of employees in each classification on any one day, with a

minimum of one employee in each classification on any one day. The delegates in 19.1 shall be counted in the 10%.

17.6 UNUSED PERSONAL ABSENCE

A. Options

Classified personnel having unused personal days as of June 1 of each year may choose to have these (or any of the previous days they have accumulated):

1. Credited to accumulated sick leave.
2. Accumulated up to ten (10) days.
Use of these days will be governed by procedures through 17.5.

B. PROCEDURE

1. The Superintendent or his/her designee shall notify all classified staff by May 15 of each year of the personal leave days used during the preceding year.
2. All completed notifications must be returned to the Superintendent or his/her designee by June 1 of each year. Notifications not returned to the Superintendent or his/her designee by June 1, will result in personal days being credited to unused sick leave.

17.7 An employee shall be paid his/her accumulated personal leave upon retirement or separation from the bargaining unit.

ARTICLE 18

ASSAULT LEAVE

18.1 Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the employer shall grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:

Any classified employee who must be absent from his or her duties due to physical disability resulting from an assault by a student or the parent or legal guardian of a student of this system, which occurs in the course of an employee's Board employment, on or off school premises, before, during, or after school hours, will be paid his or her full scheduled compensation for a maximum period of thirty (30) days. Assault shall be defined as intentional physical touching. If permanently disabled the employee must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of absence, as defined in this provision, shall be termed "assault leave."

18.2 Before assault leave can be approved, the employee shall furnish to the Superintendent, a written, signed statement describing the circumstances and events surrounding the

assault, and the cause thereof, including the location and time of the assault, name and address of each victim of the assault unless physically impossible to do so. If medical attention is required or sought, the employee shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

- 18.3 Falsification of either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment under O.R.C. 3319.081.
- 18.4 Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee or leave granted under regulations adopted by the Board, pursuant to O.R.C. 3319.08, or any other leave to which the employee is entitled. Assault leave benefits shall not be paid if Workers' Compensation benefits are paid to the employee.

ARTICLE 19

UNION LEAVE

- 19.1 The local Union shall be allowed six (6) days with pay for six (6) delegates, or a total of thirty (30) days to attend OAPSE conferences as required by OAPSE State Constitution delegate representational requirements.
- 19.2 The Union president shall notify the Superintendent or his/her designee five (5) days in advance of meetings or conferences and include names of delegates attending.
- 19.3 The Union president or his/her designee and one (1) representative from each affected department shall be allowed, by the employer, release time to conduct union business without compensation. Any union officer, to include Local, State, District, Executive Board Member or Executive Board Alternate, shall be granted release time for the purpose of attending meetings, work shops, and in services, with the understanding that said release time shall be reimbursed by the union. No more than two officers from the same department may be allowed such a leave and no more than four from the district at any one time.
- 19.4 Should the purpose of the release time, however, be to meet with representatives of the employer to discuss the resolution of issues, it shall be without loss of pay.

Further, should the purpose of the release time be to meet with an employee involved in disciplinary action or grievance, release time shall be allowed up to one hour with pay per incident.

ARTICLE 20

JURY DUTY

20.1 In case of absence from duty due to a staff member being summoned to jury duty or receiving a subpoena for a court case or an arbitration or ULP in a case in which the staff member is not the charged or charging party, there shall be no deduction from the staff member's salary for the absence from duty, provided an employee brings documentation for dates and times in court.

If a staff member is absent from work because the staff member is involved in a court proceeding in which the staff member is a party, no salary shall be paid for the absence, unless the staff member uses personal leave.

20.2 Anyone who actually serves on a jury or who is required by the court to remain for more than three (3) hours of their scheduled work time shall be excused for the day and shall be paid in accordance with the above.

20.3 Anyone who serves less or is required to remain less than three (3) hours shall be required to report for work and shall be paid in accordance with the above.

ARTICLE 21

HOURS OF WORK

21.1 The work week shall consist of five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week unless a long-term, alternative/flexible work week has been mutually agreed upon between a union member and their supervisor (for example, a ten (10) hour per day, four (4) day work week). The usual work week shall consist of Monday through Friday for the first and second shift, and Sunday night through Friday morning, starting on Sunday at 10:30 P.M. or after for third shift. This article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the school district, except as provided for in other sections of the Agreement. The starting of the third shift will not apply to overtime as listed in Article 34.2 B.

21.2 Employees required by their supervisor to work during their unpaid lunch period shall be paid at the appropriate rate.

21.3 A. Employees working less than twelve (12) months, when extra summer work is available, shall be offered work on a seniority basis. Substitute summer work, for known absences of at least five (5) consecutive days or more, shall be offered to qualified bargaining unit members on a rotation basis by seniority based on past experience in the work needed to be completed, qualifications for the position and regular attendance during the previous school year that just ended. Regular attendance means the employee has not been absent for ten (10) or more days during the previous school year. The Executive Director of Human Resources may deem a person to have regular attendance during the previous year, and thus

be eligible for summer work, if the employee was absent ten (10) or more days due to extraordinary circumstances such as pregnancy, surgery or other serious health condition.

- B. Contracted employees working during the summer will be paid at the current substitute rate for the classification in which the work is offered. However, bus cleaning will remain at \$10.75 hourly.
 - C. An employee working non-contracted days, other than summer work, will be paid at her/his regular rate. Such work will be offered on a seniority basis to employees working less than 12 months.
 - D. The Delivery Driver shall be paid his or her contract rate for performing his or her permanent position responsibilities throughout the calendar year (including summer months).
 - E. Recognized days as stated in an employee's contract will be paid at the contract rate, e.g. Transportation, Human Resources, Library staff.
 - F. The employer reserves the right to determine that the employee possesses the skills, qualifications and experience to perform the available work assignment.
 - G. The supervisor may, in his or her sole discretion, discontinue use of the employee for extra summer work or substitute summer work under this Article without recourse to grievance unless the employee proves the supervisor was arbitrary or capricious.
- 21.4 An employee's annual hours may only be modified after the committee, consisting of the Superintendent or his/her designee, the administrator from the affected department, the OAPSE President or his/her designee, and the OAPSE classification representative, meets and approves said modification(s). All modifications shall be reasonable. If said change is alleged unreasonable, it may be pursued as a grievance by the local union.

Transportation and cafeteria may increase up to thirty (30) minutes without being subject to above mentioned audit procedures.

If the modified change is 20% or more and deemed reasonable, the affected employee may:

- (A) Accept the change
- (B) Bump the least senior employee within the same classification with as near equivalent hours.

21.5 Hours may not be reduced or positions bid at less hours for the sole purpose of eliminating insurance benefits.

21.6 An employee may work a long-term, alternative/flexible work week if it has been mutually agreed upon between a union member and their supervisor (for example a ten (10) hour per day, four (4) day work week). Sick leave and vacation leave will be

accrued at the same rate as if the employee were working a traditional schedule. If an employee utilizes one leave day while working a 4-day work week it will result in a 1.25 day reduction in the accumulated leave. Similarly, utilizing one-half (1/2) day while working a 4-day work week will result in a 0.625 day reduction in the accumulated leave. For weeks where paid holidays are observed, an additional 0.25 days will be deducted from accumulated vacation or personal leave balances if the employee is working a 4-day work week.

ARTICLE 22

PAY DAYS

- 22.1 When pay day falls on a holiday, the preceding day shall be pay day, with the employee receiving his pay during the normal hours of his shift. For an employee who receives a paper check, if the day falls on a non-contracted day, his or her check will be mailed to the employee. If pay day falls on a contracted day, paper checks will be sent to the building where the employee works.
- 22.2 Any error in paycheck and/or deduction in the regular pay of an employee shall be corrected by the Board within seven (7) working days following discovery of the error and written notification thereof to the treasurer. Errors in the paycheck for overtime, field trips, or job changes will be made on the next bi-weekly payroll.
- 22.3 When the Board is able to transition pay dates for all employees, all twelve (12) month employees shall be paid in twenty-four (24) annual pays, with proper notice of pay dates. Less than twelve (12) month employees who begin the school year with at least four (4) scheduled hours per day must choose in writing filed with the payroll office by August 15, 2003, whether to be paid over twenty six (26) (or twenty four (24)) annual pays for the duration of this Agreement. Such new employees must choose the option at the time of hire. If an employee with stretch pay drops below four (4) scheduled hours per day during the school year, the employee will go off stretch pay for the balance of the agreement.
- 22.4 All employees shall be paid by direct deposit except for those employees who were not on direct deposit on February 4, 2011, and for only so long as such employees continue to remain off direct deposit.

ARTICLE 23

CLASSIFICATION

- 23.1 The Board agrees that if any employee is requested to and does perform work that normally is performed by an employee holding a higher classification, such employee shall receive the rate of pay normally paid the higher classified employee, beginning with the first day such job is performed.

23.2 During the student school year, employees working out of classification (i.e. bus driver in a paraprofessional position) will be paid when subbing the District's current substitute rate for that position, with the exception of regular contracted employees shall continue the practice of subbing as a bus driver at the contracted bus driver rate. Employees who want to substitute out of classification at substitute rate will notify the Executive Director of Human Resources in writing. Those current employees who desire to substitute will be given an access code or log-in code for the electronic absence reporting/substitution system in order to take substitute openings for which they are qualified and which do not conflict with their regular work hours. Example: if a bus driver is at the 3 years of experience pay level and wants to sub as a paraprofessional, the employee will be paid at the current substitute rate in the paraprofessional position. This does not alter the OAPSE Article 23.1 where a lower level OAPSE classification is asked to do a higher level position duties within the same classification (i.e. secretary) the employee would get the higher rate of pay. Furthermore, if a higher level OAPSE classification is asked to do lower level position duties within the same classification (i.e. building/grounds/maintenance) the employee will receive their current rate of pay. Substitute assignments will not be provided to a current employee that will result in overtime.

ARTICLE 24

TRANSPORTATION

- 24.1 If the Superintendent determines that it is appropriate to use contracted charter buses on special occasions, then the charter buses will be used rather than school buses, and bargaining unit members shall not be used to drive. The Superintendent shall limit the number of special occasions to two (2) per calendar year (January 1 – December 31) without providing compensation to the eligible driver. Upon the occurrence of special occasion three (3) or beyond, the driver eligible for the trip shall be paid his/her appropriate rate and accompany the charter bus on the trip. The employer shall notify the Union President of each occurrence.
- 24.2 The initial field trip lists for each given school year shall be established by seniority for all regular drivers. Thereafter, field trips shall be assigned by rotation. Under emergency conditions, regular drivers may be used out of rotation.
- A. A single seniority list for field trips will be maintained, however, there shall be two (2) field trip lists. One shall list the Monday through Friday trips; the second shall list the Saturday and Sunday trips. For drivers' clarification, Emergency Trip call-outs will run from Monday through Sunday.
 - B. Regular drivers driving on an emergency basis do not lose their right to regular rotating trips.
 - C. If a field trip is canceled after the driver arrives for pickup, the driver shall be paid for the time which the field trip would have taken, up to four (4) hours.

- D. Regular drivers who are employed elsewhere in the system shall be allowed to take their rotation trips provided the trip is scheduled for four (4) hours or longer. No more than 50% of any cafeteria may use this provision on any one day.
- E. All field trips shall be paid at the Field Trip Rate in effect for the current salary schedule of each school year. In the event there are any overnight field trips, eight (8) hours will be deducted for each twenty-four (24) hour period.
- F. The driver must stay at the lodging location provided to the students. Should the driver choose other accommodations, the reimbursement will be limited to \$40.00. The food allowance will be limited to \$24.00 per 24 hour period. Any partial day in addition to the 24 hours will be paid up to \$6.00 for breakfast, \$6.00 for lunch, and \$12.00 for dinner.
- G. Field trip drivers shall be provided with a list of phone numbers to call in case of a breakdown or emergency.
- H. A bus driver shall be paid for one (1) hour at his/her field trip rate if a field trip is for one (1) hour or less. Minimum pay for field trips over thirty (30) miles round trip shall not be less than three (3) hours pay at the driver's field trip rate.
- I. A sign-up field trip seniority list shall be posted at the end of the school year. Drivers can sign up if they want field trips for the following year. Field trip list must be signed by deadline of NOON the second Friday in August and any driver signing after deadline shall have his/her name added to the bottom of the field trip list.
- J. Field trips shall be posted (1) one week before the first day of school. These trips must be signed by 4:00 P.M. the day before school starts. Subsequent lists shall be posted by noon on Thursday of the following week.
- K. Field trips will be changed due to an error if the office is notified within 24 hours of the list being posted.
- L. Drivers must initial the field trip lists by 4:00 p.m. the day before the trip. Friday, Saturday, and Sunday trips must be initialed by 4:00 p.m. on Thursday. When holidays fall on Monday, Monday trips must be initialed by 4:00 p.m. Thursday. When holidays fall on Friday, Friday trips must be initialed by 4:00 p.m. Wednesday. If driver does not sign by this time, that trip shall become an emergency trip to be called out the next morning.
- M. Emergency trips shall be defined as: (1) trips called in at the last minute. (2) last minute cancellation by driver (i.e., family illness, personal illness or family emergency). These trips shall be called out at 9:30 A.M., 2:00 P.M. or 4:30 P.M. The office will notify drivers by way of radio contact the exact time the trip will be called off.

- N. If your assigned trip is cancelled for any reason your name goes to the top of the next field trip list that is posted. If a driver has signed his/her field trip and school is closed, it is his/her responsibility to call the bus office and check to find out if his/her trip was canceled.
 - O. Any driver who fails to show up for a trip which he/she has signed for, shall forfeit his/her next two (2) regular turns for trips.
 - P. Any field trips called into the office between Thursday noon (when list is posted) and the following Friday noon shall be assigned to the next driver on the rotation list.
 - Q. Emergency trips shall be called off at 6:20 a.m., trips shall be called off, the longest trip first then the second longest, etc. In addition trips after 6:20 a.m. will be called out at 2:00 p.m., and trips after 2:00 p.m. will be called out at 4:15 p.m. Friday, Saturday, and Sunday trips shall be classified by length of trip.
 - R. If a driver cancels out on an emergency trip he/she has bid on and been awarded (other than if it is due to illness) said driver shall not be allowed to bid on any other emergency trips for the next five working days.
 - S. Emergency trips taken by a driver shall be counted as a trip unless asked by office because of urgency.
 - T. If an emergency trip you bid on is canceled and the driver does not receive pay, it shall not count as an emergency trip.
 - U. Any person on Board approved leave of absence shall have their name removed from field trip list until such time as they return to work, then they shall return to proper seniority slot.
- 24.3 Any driver interested in driving during the summer shall sign the summer list which will be posted at noon the first Friday in May and taken down at 4 PM the second Friday in May each school year. They shall be called by seniority on a rotation basis.
- 24.4 Whenever a school is notified by parents that a student has a particular health problem such as diabetes, epilepsy, severe allergy to bee stings, etc., a file card shall be made out and sent to the bus garage to be given to the driver or drivers that transport that child.
- 24.5 Buses shall be washed as determined by the Director of Transportation. It is the responsibility of the Director of Transportation to see to this. No driver shall be required to wash the exterior of a bus.
- 24.6 The Board shall pay for the cost of one (1) winter jacket and one (1) spring jacket for each regular bus driver. Such jackets shall be purchased once every three (3) years. Employees hired in off years shall not be entitled to a jacket until the next regular purchase.

- 24.7 The Board agrees to bid two (2) jobs for two (2) drivers for the express purpose of training new substitute drivers coming into the system. Job descriptions shall be developed by the Director of Operations, Assistant Director of Operations (Transportation Supervisor), and the Superintendent or his/her designee.
- 24.8 The full-time mechanic's uniform allowance shall be \$210.00 per year. The \$210.00 may be used towards the purchase of uniforms, jackets, gloves, shoes, etc. Laundry service will be provided for mechanic's uniforms.
- 24.9 The Board agrees to pay \$20.00 to each contestant for participating in the Annual Bus Driver's Rodeo.
- 24.10 Drivers shall be compensated three (3) hours for the purpose of cleaning buses at the completion of each school year. All cleaning supplies shall be furnished by the Board. Cleaning shall be defined by the Director of Transportation.
- 24.11 All persons employed as a bus driver for the Sylvania Schools shall have school bus driver CDL license, testing fees, and obtaining abstracts paid by employer.
- 24.12 Transfer bus duty, excluding private schools, shall be rotated annually.
- 24.13 Regular drivers shall be called prior to substitutes for absent drivers.
- 24.14 Transportation paraprofessionals who serve on special education busses will be paid at the special education paraprofessional rate.
- 24.15 If any school is closed on a particular school day and part of a driver's bid run(s) is reduced thereby, the driver and the transportation paraprofessional shall be paid for his or her entire bid run(s).
- 24.16 During the year when the high schools are released early for semester exams, the driver/transportation paraprofessional shall be paid an additional hour at his or her regular rate of pay.
- 24.17 When a regular driver is absent on a mid-day route, such work shall be offered by seniority to all other regular driver(s) who sign up on a list at the beginning of each school year. Refusal by any driver of six (6) times in the same year shall be cause for that driver to be moved to the bottom of the list. Employee(s) who accept field trips or other such work in the system shall not have those refusals held against them. Driver(s) who are on sick leave shall not be called for the substitute work.

ARTICLE 25

CAFETERIA

- 25.1 Any work performed outside the normal school day and charged to the operating expense of the Cafeteria Fund shall be paid at the rate of straight time, based on hourly rate of pay. All work performed outside the normal school day and reimbursed to the Cafeteria

Fund shall be paid at the rate of time and one-half, based on hourly rate of pay. No cafeteria employee shall be required to work outside the normal school day. Normal school day for the purpose of this paragraph shall be the hours contracted.

25.2 Cafeteria employees and only custodians working in the cafeteria shall receive free lunches.

25.3 Cafeteria Classifications

Cafeteria Coordinator – Supervises Central Unit Kitchen Staff and eight (8) or more persons.

Cafeteria Satellite Coordinator/Assistant Coordinator

Cafeteria Cashier

Cafeteria Server

Cafeteria Server/Dishwasher

Cafeteria Kitchen Helper

Cafeteria Monitor Elementary

Cafeteria Dishwasher

25.4 The fee to unit and cafeteria coordinators that satellite food shall be paid \$75 per year per school serviced.

25.5 Extra help shall be provided in the school that is preparing food for banquets, luncheons, etc.

25.6 When a cafeteria employee scheduled more hours per day is absent, a cafeteria employee scheduled fewer hours in the same kitchen who is scheduled for work on that day with the highest seniority shall be called by phone by the coordinator and offered the opportunity to work these hours. The coordinator shall attempt to reach each employee at least once. A substitute shall be called in to work whenever employees do not accept work or cannot be reached.

a. Special Events: Cafeteria Coordinators shall notify cafeteria workers of extra work as soon as possible for special events. Those employees absent for longer than 3 days prior to the special event shall not be in the rotation for the extra work prior to the date of the special event.

25.7 Two extra days shall be added at the beginning of each student school year for the purpose of preparing the kitchen and equipment to serve student lunches.

25.8 Lunchroom start up change fund will be delivered to each site. An attempt will be made to have daily lunch room funds picked up for deposit. Employees delivering funds will be compensated for their time, be reimbursed mileage and adequately bonded.

25.9 Kitchens used for activities without cafeteria employees on duty, shall be left in an appropriate and similar condition as prior to use. When commercial equipment in the kitchens are used for any activity outside of normal scheduled hours, a minimum of one (1) cafeteria employee shall be on duty. Said employee(s) shall be paid at their appropriate straight time or overtime rate for a minimum of two (2) hours.

25.10 Upon request, a copy of the building permit shall be furnished to the Cafeteria Coordinator prior to any activity scheduled for their building.

ARTICLE 26

USE OF SCHOOL FACILITIES

26.1 The Board of Education agrees to permit the Union the use of school buildings for meetings without charge so long as they do not obstruct regular school use or promote the obstruction of normal school activities. Said meetings shall not exceed such time as the buildings are regularly serviced by the maintenance staff.

26.2 Where school mailboxes are provided for classified personnel, the Board of Education agrees to permit the Union the use of these mailboxes for the purpose of distributing organizational materials. Authorized classified representatives of each building shall be responsible for the placing of such materials and the contents thereof. No materials are to be placed in the mailboxes that are in violation of Board of Education policies and by-laws.

26.3 Only authorized personnel shall operate school equipment.

ARTICLE 27

BULLETIN BOARDS

27.1 The Board of Education shall furnish, install, and maintain a reasonable number of bulletin boards in locations satisfactory to both the Board of Education and the Union.

27.2 The size, general type and construction of the bulletin boards shall be mutually agreeable to the Board of Education and the Union.

27.3 Bulletin boards shall be the property of the Board of Education.

27.4 Bulletin boards shall be used for the sole purpose of posting Union notices. No notice shall be posted unless advance approval by the Board's designated representative is first obtained. The Board may give blanket advance approval for the posting of routine notices. Nothing inflammatory, derogatory, controversial or disruptive to good relations shall be contained in materials posted on bulletin boards.

27.5 The Union assumes responsibility for complete compliance with the provisions of paragraph 4.

ARTICLE 28

WORKERS' COMPENSATION

- 28.1 All employees covered under this Agreement are protected under the State Workers Compensation Act of Ohio, in cases of injury or death incurred in the courses of or arising out of their employment.
- 28.2 An injury incurred while performing assigned responsibilities must be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers Compensation where such reports are required.
- 28.3 The Board agrees to continue to provide and pay the board's share of premiums for medical insurance in effect on said employee at the time of Sylvania Schools job related injury, for an additional twelve (12) months.

An employee is eligible for this provision only during which time the employee is drawing workers' compensation benefits.

ARTICLE 29

PHYSICAL EXAMINATION

- 29.1 The Board agrees that if any employee is required to have a physical examination, the Board of Education shall pay the full cost of such examination. Transportation employees shall be required to have this physical examination by August 10.

ARTICLE 30

MILEAGE REIMBURSEMENT

- 30.1 Employees shall be reimbursed for approved use of his/her vehicle at a rate established by the I.R.S. (rate per mile shall be the same for all employees).

ARTICLE 31

CALAMITY DAYS

- 31.1 Whenever schools are closed due to board declared calamity or delay day, an employee shall report to work only if his/her immediate supervisor directs him/her to report. The Superintendent will determine when, how and whether work time will be made up due to the closing of schools for weather or other public calamity.
- 31.2 On a delay day, an employee shall report to work only if his/her immediate administrator directs him/her to report. In buildings with multiple secretaries, the secretaries will work delay days on a rotation basis as established by the building principal. Building

principals collectively will determine the reporting status for all other classifications on a consistent district wide basis.

- 31.3 In addition, an employee required to work on a calamity day shall be paid at his/her straight time rate for hours worked up to eight (8) hours and one (1) hour hazardous travel pay. Hours worked upon the request of the immediate supervisor in excess of eight (8) hours or hours worked outside the regular assigned shift shall be paid at the time and one-half rate.
- 31.4 Boiler operators shall report in conformity with the Heating Schedule requirements.
- 31.5 All attempts will be made to cancel/delay school by 5:45 a.m. In the event school cancellation is done after 5:45 a.m. and bus drivers and bus aides scheduled for a route prior to 6:45 a.m. report to work, said drivers and bus aides shall receive hazardous travel pay. A phone network for said drivers and bus aides will be established at the beginning of the school year. The network will be utilized to notify drivers and bus aides in the event of a school delay/cancellation.
- 31.6 All employees shall be paid for all calamity days. For nine and ten month employees, when there are more than five (5) calamity days in a school year, to the extent an employee(s) has not worked on the calamity day but does work on the make-up day, the employee(s) shall not be paid for the make-up time because he/she has been pre-paid on the calamity day(s).

ARTICLE 32

UNION WORKSHOPS

- 32.1 The Board agrees to permit all employees in the bargaining unit to attend the annual OAPSE district day and to be paid for such. In order to be paid, employees must sign in at the beginning of the meeting. The union shall keep a record of those attending and turn said record in to the payroll department on the next scheduled workday.
- 32.2 Employees choosing to work shall not be paid more than their regular rate of pay.

ARTICLE 33

PAYMENT FOR UNUSED SICK LEAVE

- 33.1 Classified staff members who separate with ten (10) years of service with the Board or who retire with five (5) years' experience in the Sylvania Schools shall at the date of retirement (retirement is defined as when an employee leaves the Sylvania Schools and receives lifetime income from the Public School Employee's Retirement System based on contributions to the retirement system and those of the Board of Education) receive a lump sum payment equivalent to one-third of the total accumulated sick leave days at the current base salary. In case of the death of an employee who meets the above qualifications, the lump sum payment shall be made to the estate of the deceased. If an

employee begins a school year (July 1 – June 30) with a total accumulation of 335 sick leave days to his or her credit, the employee shall be entitled to additional days of severance pay for each three (3) days of sick leave the employee does not use in that school year from the fifteen (15) days of sick leave the employee earns that school year.

- 33.2 Employees desiring to defer a portion of their severance payment to a Tax Sheltered Annuity (TSA) must provide a new salary reduction form that has been fully completed. In addition, a maximum exclusion allowance (MEA) calculation must be completed for both the year of retirement and the subsequent year by a qualified TSA tax consultant or insurance representative. The salary reduction forms and the special MEA calculations, meeting all Federal and IRS guidelines, must be received by the Treasurer at least sixty (60) calendar days prior to the effective date of retirement.

ARTICLE 34

OVERTIME

- 34.1 All overtime shall be offered to employees within their job location and classification on a continual rotation by classification seniority. The rotation shall begin with the most senior employee at each job location and continue, descending by seniority to the least senior member. If all employees within a job location decline overtime, it shall be offered to the most senior employee within the job classification on the same shift that the overtime is needed. Such overtime out of location shall be on a rotation basis. In the event no employee accepts overtime using the above formula, the Administration shall assign the least senior member at the location, classification and shift and the employee shall be required to take the overtime.

Custodial staff shall sign up for available overtime at the beginning of each school year. This list shall be distributed in the month of August. Custodial staff who signed up shall be offered available overtime on a weekly basis using the rotation mentioned above.

Audio Visual/Comp Tech staff shall be offered available overtime on a monthly basis using the above-mentioned method.

- 34.2 All hours over eight (8) in one (1) day shall be paid at the rate of time and one-half (1-1/2), unless a long-term, alternative/flexible work week has been mutually agreed upon between a union member and their supervisor (for example a ten (10) hour per day, four (4) day work week) pursuant to Article 21.6. All hours over forty (40) in one (1) work week shall be paid at the rate of time and one-half (1-1/2).

- A. All Saturday work shall be paid at time and one-half (1-1/2).
- B. All work performed on Sunday shall be paid at the rate of double time.
- C. All work performed on a holiday shall be paid at the rate of triple time.
- D. There will be no pyramiding of overtime.

- 34.3 Any employee requested to work outside of his regularly scheduled shift, but not contiguous to his shift shall be granted a minimum of four (4) hours pay at appropriate rate.
- 34.4 Employees who have worked prior approved overtime shall be allowed to receive compensatory time off at the appropriate overtime rate, if they elect to do so, in lieu of pay. The employee shall receive this time off without additional pay pending the availability of qualified substitutes and the approval of his/her immediate supervisor. In the absence of such election by the employee, he/she shall receive pay as provided herein. An employee may have no more than twenty-four (24) hours of compensatory time banked at any one time. Unused compensatory time as of June 30 shall be paid off in July.
- 34.5 Compensatory time must be documented with the immediate supervisor and the personnel office.
- 34.6 When school facilities are used for any activity outside of normally scheduled hours and the activity requires custodial service beyond normal services, a custodian shall be scheduled to clean the affected area and attend to other custodial needs within the building. The required time for the specific assignment will be established by the employer.

ARTICLE 35

HOLIDAYS

35.1 All full-time regular employees on the active payroll and scheduled to work shall be eligible for paid holidays providing they work the last scheduled day before and the first scheduled day after the holidays.

35.2 12-Month Employees – Paid Holidays

- | | |
|------------------------|------------------------|
| Labor Day | New Year’s Day |
| Thanksgiving | Martin Luther King Day |
| Day after Thanksgiving | President’s Day |
| Day before Christmas | Good Friday |
| Christmas Day | Memorial Day |
| Day before New Year’s | Independence Day |

10-Month Employees – Paid Holidays

- | | |
|------------------------|------------------------|
| Labor Day | New Year’s Day |
| Thanksgiving Day | Martin Luther King Day |
| Day after Thanksgiving | President’s Day |
| Day before Christmas | Good Friday |
| Christmas Day | Memorial Day |

9-Month – Bus Driver, Cafeteria, Paraprofessionals – Resource Center

- | | |
|--|------------------------|
| Coordinators/Mobile Lab. Coordinator Paid Holidays | |
| Labor Day | Martin Luther King Day |

Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day

President's Day
Good Friday
Memorial Day

ARTICLE 36

VACATION SCHEDULE

- 36.1 Twelve-month employees shall accrue vacation for time worked during an annual vacation year that begins on June 1 and ends the following May 31. This accrual shall accumulate monthly, to be added to the balance on the second pay of each month.
- 36.2 After completion of the first year through the seventh year of service, ten (10) days of vacation are due, having accrued at the monthly rate of .83.
- After completion of the seventh year through the fourteenth year of service, fifteen (15) days of vacation are due, having accrued at the monthly rate of 1.25.
- After completion of the fourteenth year through the twenty-fourth year of service, twenty (20) days of vacation are due, having accrued at the monthly rate of 1.66.
- After completion of the twenty-fourth year of service, twenty-five (25) days of vacation shall be due, having accrued at the monthly rate of 2.08. The month the employee reaches these step changes, that month shall be prorated according to the seniority date.
- 36.3 After completion of the seventh year, fourteenth year, and twenty-fourth year, five (5) days shall be added to the employee's vacation balance on their anniversary date.
- 36.4 New employees shall have their first month of hire pro-rated and then continue to accrue at the monthly rate of .83.
- 36.5 The second pay of May shall show an adjusted accrual of an additional:
.04 for 0-7 years bringing them to the full 10 days.
.00 for 8-14 years bringing them to the full 15 days.
.08 for 15-24 years bringing them to the full 20 days.
.04 for 25 years and up bringing them to the full 25 days.
- 36.6 Employees retiring, terminating, or being separated from employment shall, at that time, be paid the unused balance of his/her vacation days, with the final month of employment being prorated. This shall be paid at their current daily rate.
- 36.7 Employees on Board of Education approved leave of absence shall, at that time, receive the unused balance of his/her vacation days, with the final month of active employment being prorated. This shall be paid at their current daily rate.
- 36.8 Up to five (5) days of vacation may be carried into the succeeding vacation year. As of each September 1, no employee shall be permitted to have accumulated more than one

(1) year's vacation, plus five (5) days, plus three (3) months accrual (June, July, August). (i.e.: a person earning ten (10) days per year could show a balance on September 1 of 17.49 days. Annual 10 days + 5 days carried over + .83 x 3 months.)

36.9 Vacation time shall be granted with five (5) days advance request by the employee based upon the number of employees the immediate supervisor in each classification permit to be on vacation without impeding operations.

36.10 The following has been agreed to concerning the vacation calculation formula for the members of the OAPSE bargaining unit for employees hired into the bargaining unit or awarded positions with vacation entitlement after January 15, 2007:

- 1) Employees moving to positions qualifying for vacation from nine (9) or ten (10) month positions shall receive half (1/2) of his or her System Seniority for the purpose of establishing a Vacation year schedule.
- 2) The Vacation Anniversary date will be the 1st day an employee's 12-month position becomes effective.
- 3) Any 12 month employee who does not have a date schedule as of this agreement shall be awarded a date per these terms.
- 4) No employee will lose existing vacation entitlement.

ARTICLE 37

UNION DUES AND FAIR SHARE FEE

37.1 In regard to Union dues the Board agrees to deduct union dues for every employee who authorizes the Board to do so in writing and to remit the dues to the state union treasurer monthly together with a list showing the names of the employees and the amount deducted. Notification must be received three (3) weeks prior to the first deduction.

37.2 Enrollment for dues deductions shall be made upon submission of a signed authorization form to the treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) day period ending August 31st. Dues deduction authorization not revoked during the ten (10) day period shall continue for successive periods of one (1) year. Written notice of revocation shall be served upon the treasurer and state association treasurer.

37.3 Deductions shall be in 9, 10, 11 or 12 consecutive months, based on an employee's contract year beginning the first day in September. If an employee does not have enough earnings to cover the deduction for dues on a particular payroll, it will be the responsibility of the union to collect the missed installment from the employee. The Board will mail dues that have been deducted to the union within ten (10) days.

37.4 The Union agrees to indemnify and hold the Board harmless against any and all claims that may arise out of or are in any way related to the deduction of dues pursuant to this article.

37.5 The Board agrees not to honor any dues deduction authorization executed in favor of any other labor organization.

37.6 Payroll Deduction of Fair Share Fee:

In regard to fair share fee the employer shall deduct from the pay of employees who elect not to become or remain members of the Union, a Fair Share Fee for the Union's representation of such non-members during the term of this Agreement. No non-members filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

37.7 Notification of the Amount of Fair Share Fee:

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the union, shall be transmitted by the Union, to the employer and shall be deducted by the same schedule as regular dues.

37.8 Schedule of Fair Share Fee Deductions:

Termination of Membership during the membership year: The employer shall, upon notification from the Union that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deductions.

37.9 Transmittal of Deductions:

The employer shall accompany each transmittal with list of names of the employees for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

37.10 Procedure for Rebate:

The Union represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the Union, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

37.11 Entitlement to Rebate:

Upon timely demand, non-members may apply to the Union for a rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Union:

37.12 Indemnification of Employer:

The Union agrees to indemnify the employer for any cost of liability incurred as a result of the implementation and enforcement of this provision, provided that:

- A. The employer shall give the Union a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Union reserves the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the employer from employing its own counsel (at its own expense) to assist in such representation. Furthermore, the Union agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Union impose such representation upon the employer as will create or foster a conflict of interests;
- C. The Employer shall give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding;
- D. The Employer shall permit the Union and/or its affiliates to intervene as a party;
- E. The Employer shall not oppose application by the Union and/or its affiliates to intervene as amicus curiae;
- F. The Board must act in good-faith compliance with the Fair Share Fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails (except pursuant to court order) to fulfill its obligations herein.

ARTICLE 38

PEOPLE DEDUCTION

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

ARTICLE 39

INSURANCE

39.1A The Board shall purchase from a carrier licensed by the State of Ohio health, dental, and life insurance coverages for full-time employees equal to or exceeding the specifications below. Except as provided below, the full cost of this program and any increases thereof shall be paid by the Board. The choice or change of carriers is at the discretion of the Board. An employee shall be considered full-time with respect to the health insurance coverage if the employee is contracted to work thirty (30) hours per week.

Employees may purchase, on a prorated basis, the health and dental insurance coverage for which they otherwise would be eligible by arranging with the Treasurer for payment of the premiums in advance. An employee is considered full-time with respect to the life insurance coverage if the employee is contracted to work at least twenty (20) hours per week. One-half (1/2) of the health and the total of dental insurance premiums will be deducted from the first paycheck of the month and the remaining one-half (1/2) of health shall be deducted from the second paycheck of the month. To execute the division of health premiums a full health premium shall be deducted the first paycheck in September. The split premium shall begin with the second paycheck in September.

39.1B Proration of health insurance premium for regular employed staff will be in accordance with the following table:

	HMO Plan 100% Coinsurance	90/10% Coinsurance Plan	80/20% Coinsurance Plan	High Deductible HMO Plan
Greater than 35 hours	15%	10%	7.5%	Board pays premium in 2015 and 2016
35 hours to 30 hours	20%	15%	12%	5%
Less than 30 hours to greater than 25 hours	35%	25%	15%	15%
25 hours to 20 hours	45%	40%	30%	30%

39.2 Health Insurance

Plan specifications of coverage will be compatible to coverage offered all other employees. Vision insurance shall be included.

39.3 Dental Insurance

Specifications

Maximum Benefits Per Covered Person	\$1,000 per year
Deductible – Individual	25 per year
Deductible – Family	50 per year

Co-Insurance Amounts:

- 1. Diagnostic & Preventive Services 100%
 - 2. Routine Dental Services 80%
 - 3. Major Dental Service 50%
 - 4. Orthodontic Services 50%
- (Maximum \$1,500 Lifetime per person)

Coverage for unmarried children to age 19, however, dependent, unmarried children who are full-time students to age 25. The aforementioned deductible amounts for single and family do not apply to Class #1 and #4.

Employee premium contributions for dental shall be as follows:

<u>Regular Work Hours</u>	
Greater than 35 hours to 40 hours	0%
Greater than 30 hours to 35 hours	15%
Greater than 25 hours to 30 hours	30%
20 hours to 25 hours	45%

39.4 Prescription Drug Insurance

Specifications:

Card Plan All Federal Legend Drugs, mandatory generic unless physician indicated dispensed as written (DAW). \$10 for generic drugs, \$20 for preferred drugs, beginning August 1, 2010.

Deductible \$10 for generic drugs, \$20 for preferred drugs, beginning August 1, 2010.

Maintenance Prescription Plan: (90 day mail-in) 2 times the monthly deductible.

Co-Insurance Amounts:

Participating Pharmacy 100%

Non-Participating Pharmacy Member pays pharmacy and submits claim. After deductible, employee is reimbursed 75% of cost.

Outside of Ohio Pharmacy Employee pays pharmacy and submits claim. After deductible, employee is reimbursed 100% of cost.

Dependents to age 19

39.5 Life Insurance

Specifications:

A. Coverage will be group term life insurance in the amount of \$40,000 plus an equal amount of accidental death and dismemberment coverage. There will be a 35% reduction in the amount of coverage at age 65 and termination of coverage at age 70.

- B. Employees who are contracted to work at least twenty (20) hours per week are eligible.
- C. A new employee shall be given an opportunity to enroll for coverage effective with the first day that he/she reports to work.
- D. An employee changing hours shall be given the opportunity to enroll for coverage effective the first day the hours change.

Employer offers to give employee the amount of premium or apply it to any term life amount with the employee paying the additional share. (This applies to employees 65 and over.)

39.6 Miscellaneous

- A. If an employee begins a leave on the first day of the month the Board will not pay the premiums that are payable during that month.
- B. If an employee begins a leave other than on the first day of a month, the Board shall pay the premiums that are payable during that month.
- C. If two employees of Sylvania Schools are married to each other, each can take a single plan or one can take a family plan. Both cannot take a family plan. This applies only to health and dental insurance.
- D. A new employee shall be given an opportunity to enroll for coverage effective the first day of employment.
- E. An employee returning from leave of absence shall be given an opportunity to enroll for coverage, if said coverage had been dropped during the leave, effective the first day of the employee's return to active service.
- F. If an employee is on an approved leave of absence he/she may continue participation in the group coverage so long as the Treasurer receives a check from the employee before the first day of each month as advance payment of the premium for that month.
- G. Upon demonstration of substantial need the Superintendent or his/her designee may certify to a carrier the enrollment of an employee who had initially chosen not to participate in said plan.
- H. Employees hired before October 1, 1994, and employees hired after October 1, 1994 and working twenty (20) or more hours per week will be eligible for health insurance.
- I. Each insurance will contain coordination of benefit measures to insure appropriate coordination of benefits for Sylvania school subscribers, spouses and dependents carrying multiple insurance's.

39.7 Insurance Committee

A continuing committee composed of representatives of Local 227 OAPSE, Sylvania Education Association, and Administration shall meet to promote Health Care cost containment.

The committee shall be structured as follows:

- 4 OAPSE members
- 4 teachers appointed by S.E.A.
- 4 administrators

1. The committee shall promote:
 - A. The study of current developments in the health care industry.
 - B. Monitoring current benefits, premiums and carriers.
 - C. Continuing educational programs for all staff on benefit usage for maximum cost effectiveness.
2. Meet quarterly. Minutes published to all staff.
3. All costs for programming shall be borne by B.O.E. as approved by the Superintendent or his/her designee.
4. Chair and recorder shall be elected from the members of the committee.

ARTICLE 40

STRIKE PROHIBITION

- 40.1 During the term of this Agreement, neither the Union nor any person acting in its behalf shall cause, authorize, or support, nor shall any of its members or any employee take part in any type of work stoppage for any purpose whatsoever.

ARTICLE 41

MISCELLANEOUS

41.1 Departmental Meetings

- A. Any employee required to attend a departmental meeting outside of his/her regularly scheduled hours shall be paid by the Board at his/her regular hourly rate if the meeting exceeds fifteen (15) minutes. Such unpaid meetings must not occur more than once a month and shall not be held after 5:00 p.m. This does not include scheduled (mandatory) in-service.

- B. All employees attending meetings will be compensated in a similar manner to other professional and classified staff attending the same meeting.
- C. When an employee is called-in for a meeting/training pertaining to her/his permanent position & responsibilities the employee will be paid her/his contracted rate: e.g. Cafeteria Coordinators training and Bus Driver training/meeting before school begins.

41.2 Reimbursement

Reimbursement with prior approval from the Superintendent or his/her designee shall be made for cost of tuition in classes that are job related.

41.3 Uniforms

A uniform shirt will be designated for custodians, grounds crew, and maintenance employees. Uniform shirts will be mandatory-containing Sylvania Schools department, and the employee name. Employees are first required to purchase uniforms prior to expending the allowance on gloves, shoes, and other work related apparel.

- A. The uniform allowance for custodians and delivery shall be \$150.00 per fiscal year.
- B. The uniform allowance for Building/Grounds Maintenance shall be \$210.00 per year.
- C. The uniform allowance for Cafeteria employees shall be \$150.00 per year.
- D. The uniform allowance may be used toward the purchase of uniforms, aprons, smocks, jackets, gloves, shoes and other work related apparel.
- E. Lab coats shall be provided in needed areas (science labs, copy rooms, etc.)

The Superintendent or designee shall review requests for reimbursement of employees for the actual cost of purchases under this Section that exceed the specified amount above, and shall approve such reimbursement if the purchases are reasonable and necessary.

41.4 Bargaining Unit Work

The employer shall not use students to perform bargaining unit work, in place of bargaining unit members. Teachers should not do OAPSE bargaining unit work, and the District will strive to avoid teachers doing bargaining unit work.

41.5 Drug and Alcohol Testing

- a. Employees covered under this Agreement shall not be required to participate in any type of testing pertaining to drugs or alcohol unless just cause can be shown.
- b. There shall be a mandatory substance abuse in-service for all employees during the school year without loss of pay.

c. CDL Holders

The following items have been agreed to as they relate to the Sylvania City Schools Alcohol and Drug-Testing Program:

1. The school district will pay for required drug-testing expenses. The employer shall provide transportation to and from the testing site.
2. Drivers required to be tested will be compensated at their regular hourly rate for time involved in testing.
3. The district shall offer a drug & alcohol rehabilitation program to all CDL holders prior to the mandatory Alcohol & Drug Testing in-service. The cost of this rehabilitation program for employees working less than 20 hours will be paid by the district to the extent covered by the base plan health insurance program.
4. On the first occurrence that an employee's test is positive for drug and/or alcohol (at .04 and beyond), the employee shall be required to attend a rehabilitation treatment program. The employee shall be afforded his/her available sick leave, and/or a medical unpaid leave at his/her request.
5. The board must require a driver to submit to a controlled substance test if there is reasonable suspicion to believe that the driver has violated the prohibitions of Subpart B concerning controlled substances. The Sylvania School administrator determining reasonable suspicion shall have confirmation of reasonable suspicion by a second Sylvania School administrator. An independent administrator shall conduct this test. If an independent administrator is not available, local law enforcement officials will be contacted to administer the test. If an employee's alcohol test results in a reading between .02 and .04, that employee shall receive a written reprimand, a 24 hour unpaid suspension and be required to attend an Employee Assistant Program (EAP) consultation. A Sylvania School administrator shall schedule the EAP consultation and shall arrange for confirmation of the meeting. Should an appointment be scheduled outside of the 24 hour suspension, the employee shall have the suspension continued. Suspension beyond the initial 24 hour period and as until such time as the EAP appointment, the employee shall be suspended with pay.
6. In accordance with Article 10 paragraph 2, any disciplinary action may be subject to the grievance procedure.

41.6 Sub-Contracting

No employee shall be laid-off as a direct result of sub-contracting.

41.7 The employer agrees to pay the cost of a boiler operator license where required.

- 41.8 1. Elementary secretaries to have 15 days total extended time before the beginning of each new school year. Up to an additional three (3) days may be granted with the approval of the principal.
2. Each building shall have a designated professional to be readily accessible at all times. The designated professional shall be responsible to make any/all decisions beyond the realm of the building secretary in the absence of the building administrator(s).
3. System Notary(ies), approved by administration shall be reimbursed for any and all initial expenses. The Board of Education shall pay for any and all expenses involved in each four year re-application.
- 41.9 Dispensing medication shall be the primary job of the Health Paraprofessional. The employer agrees to provide training to new Health Paraprofessionals, current building paraprofessionals and elementary secretaries. Employees dispensing medication shall be indemnified from liability as long as employees are acting in good faith as provided for in ORC 2744.04.
- 41.10 Paraprofessional and Resource Center employees will pay for their first certificate. Employer will pay the total cost of certificate thereafter.
- 41.11 The work year for Resource Center Consultants shall include up to one hundred twenty (120) additional work hours as determined and scheduled by mutual agreement of the Resource Center Consultant and building Principal. This time will be paid once per year, by July 31, after the submission of the timesheet showing the amount of this time used for the year. Resource Center Consultants shall work up to an eight-hour day, the particular start/stop times to be cooperatively agreed upon between the principal and the consultant. Prior to the start of school, a one day work shop will be provided to the Resource Center Consultants covering the skills and techniques for classroom management and discipline. This session is mandatory and will be on a paid basis.
- 41.12 The Board shall provide radios for all playground paraprofessionals to alleviate the need for such paraprofessionals to use personal cell phones.
- 41.13 The Board shall provide a key fob (or if none, a key) to the building for all playground paraprofessionals at that building.

ARTICLE 42

LONGEVITY

- 42.1 Employees shall receive longevity pay for years of service based upon the following schedule:

Longevity Steps:

Ten Years thru Fourteen

\$500 per year

Fifteen years thru Nineteen	\$550 per year
Twenty years thru Twenty-four	\$600 per year
Twenty-five years and Over	\$650 per year

This payment shall be made in December of each year. For the purposes of this section, years of service shall be determined by the employee's seniority date on November 1.

Any leave of absence without pay or layoff exceeding one (1) year shall be deducted in computing continuous service for longevity purposes.

ARTICLE 43

SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS)/ STATE TEACHERS RETIREMENT SYSTEM (STRS)

43.1 The amount of the employee's contribution to the School Employees Retirement System/State Teachers Retirement System heretofore be picked up by the Board of Education (annuity).

As of September 1990 the Board of Education shall pay the employee's contribution to the School Employees Retirement System/State Teachers Retirement System up to a maximum of nine percent (9%).

TERMS OF THIS CONTRACT SHALL BE AS FOLLOWS:

1. The contract shall expire June 30, 2016 with the following understanding:
2. All employees shall receive a single one-time payment in the amount specified below based on the number of hours the employee is regularly contracted to work. The payment will be made in a special payment in December of 2014.

Hours worked	Payment amount
0.5 to 2	\$50
2.25 to 3.25	\$100
3.5 to 5.75	\$135
6 to 7.75	\$220
8 (less than 12 months)	\$260
8 (12 months)	\$300

3. "Eligible employees" in the Cafeteria Department on Levels I and II shall continue to be paid based on Levels I and II in this Agreement on the salary schedule labeled "Eligible Employees." Non-eligible employees shall be paid on Levels I and II on the salary schedule labeled "Noneligible Employees."

An "eligible employee" is any employee of the Board as of August 31, 2000 so long as the employee has uninterrupted employment after August 31, 2000 with the Board, in any classification. Approved leaves of absence do not interrupt employment. An eligible employee who was not in the Cafeteria Department on

August 31, 2000 and goes to a Cafeteria position or who takes a position in another classification and then goes back to the Cafeteria is eligible for Levels I and II eligible employee wage rates, as increased by the Agreement. Any employee hired (or rehired after separation) on or after September 1, 2000 will be considered a “non-eligible employee” paid at the non-eligible rates.

4. No employee will lose pay for regularly scheduled hours due to late starts or early dismissal. If an employee will receive pay for hours on an early dismissal or late start in lieu of reducing the number of paid hours an employee normally would be paid, the employee may be assigned to duties not inconsistent with the job description.
5. The Board shall provide from time to time in-service training (paid time) for employees during the term of this Agreement on subjects such as CPR, Crisis Resolution, and Food Handling in consultation with the Union in the Labor-Management Committee.
6. The Board shall use its best efforts to cover employee absences of an employee’s entire work schedule for the day, and no employee shall be assigned an unreasonable level of duties due to another employee’s absence.
7. Change the “Night rate” footnote for custodial wage schedules to read: “For shifts that start at 2:00 p.m. or after.”
8. The Board shall pay for the cost of the criminal background checks required by O.R.C. 3319.391(A) and 3327.10(J) of employees (excluding the background check for initial employment by the Board).

This Agreement made and entered into the by and between the Board of Education of the Sylvania Schools hereinafter referred to as the “Board,” and the Ohio Association of Public School Employees (OAPSE) and Local #227, hereinafter referred to as the “Union” is as follows:

The Board recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in Article 1.2 of this Agreement. The contract expires on June 30, 2016.

In witness whereof, the parties authorize their names to be subscribed to duplicates hereon by their officer duly authorized to do so.

[Signature]
Board President

2.23-15
Date

[Signature]
Board Treasurer

2/23/2015
Date

[Signature]
President of OAPSE Local No. 227

3/6/15
Date

[Signature]
Superintendent

2/23/15
Date

2014-2016 SALARY SCHEDULE

Base Rates Effective 1/1/2015 - 6/30/2016

POSITION	7/1/2012	(1.25%)	(2.5%)	POSITION	7/1/2012	(1.25%)	(2.5%)
		1/1/2015	7/1/2015			1/1/2015	7/1/2015
SEC I	15.18	15.37	15.75	ASST TRANS	16.75	16.96	17.38
SEC II	15.50	15.69	16.08	TRANS COORD	20.04	20.29	20.80
SEC III	16.75	16.96	17.38	DRIVER	18.67	18.90	19.37
SEC IV	17.59	17.81	18.26	FIELD TRIP	16.48	16.69	17.11
SEC V	17.59	17.81	18.26	HEAD MECHANIC	21.91	22.18	22.73
PARA	13.10	13.26	13.59	ASST HEAD MECH	20.85	21.11	21.64
SPEC ED	13.54	13.71	14.05	ASST MECHANIC	19.33	19.57	20.06
INTERPRETER	15.33	15.52	15.91	MECHANIC	19.93	20.18	20.68
RC-SEC	13.54	13.71	14.05	MECHANIC HELP	18.37	18.60	19.07
RC-ELEM	15.18	15.37	15.75	CAFÉ I	13.42	13.59	13.93
AV-COMP TECH	18.48	18.71	19.18	CAFÉ II	13.77	13.94	14.29
CUSTODIAN	16.05	16.25	16.66	CAFÉ III	14.06	14.24	14.60
BOILER OPER	17.00	17.21	17.64	CAFÉ IV	14.42	14.60	14.97
GROUND I	19.94	20.19	20.69	CAFÉ I (New Hire)	10.04	10.17	10.42
GROUND II	19.04	19.28	19.76	CAFÉ II (New Hire)	10.36	10.49	10.75
GROUND III	18.75	18.98	19.45				
GROUND IV	17.81	18.03	18.48				
DELIVERY	16.93	17.14	17.57				

SECRETARIES
Effective 1/1/15 - 6/30/15

LEVEL I		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	15.37
1	1.035	15.91
2	1.070	16.45
3	1.105	16.98
4	1.140	17.52
5	1.175	18.06
8	1.210	18.60

LEVEL II		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	15.69
1	1.035	16.24
2	1.070	16.79
3	1.105	17.34
4	1.140	17.89
5	1.175	18.44
8	1.210	18.98

LEVEL III		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	16.96
1	1.035	17.55
2	1.070	18.15
3	1.105	18.74
4	1.140	19.33
5	1.175	19.93
8	1.210	20.52

LEVEL IV		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.81
1	1.035	18.43
2	1.070	19.06
3	1.105	19.68
4	1.140	20.30
5	1.175	20.93
8	1.210	21.55

LEVEL V*		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.81
1	1.035	18.43
2	1.070	19.06
3	1.105	19.68
4	1.140	20.30
5	1.175	20.93
8	1.210	21.55

*Associate Degree required.

PARAPROFESSIONALS
Effective 1/1/15 - 6/30/15

STAFF		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	13.26
1	1.035	13.72
2	1.070	14.19
3	1.105	14.65
4	1.140	15.12
5	1.175	15.58
8	1.210	16.04

SPECIAL ED		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	13.71
1	1.035	14.19
2	1.070	14.67
3	1.105	15.15
4	1.140	15.63
5	1.175	16.11
8	1.210	16.59

INTERPRETER		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	15.52
1	1.035	16.06
2	1.070	16.61
3	1.105	17.15
4	1.140	17.69
5	1.175	18.24
8	1.210	18.78

RESOURCE CENTER CONSULTANTS
Effective 1/1/15 - 6/30/15

SECONDARY		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	13.71
1	1.035	14.19
2	1.070	14.67
3	1.105	15.15
4	1.140	15.63
5	1.175	16.11
8	1.210	16.59

ELEMENTARY/MOBILE LAB		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	15.37
1	1.035	15.91
2	1.070	16.45
3	1.105	16.98
4	1.140	17.52
5	1.175	18.06
8	1.210	18.60

CUSTODIANS/BOILER OPERATORS*
Effective 1/1/15 - 6/30/15

CUSTODIANS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	16.25
1	1.035	16.82
2	1.070	17.39
3	1.105	17.96
4	1.140	18.53
5	1.175	19.09
8	1.210	19.66

BOILER OPERATORS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.21
1	1.035	17.81
2	1.070	18.41
3	1.105	19.02
4	1.140	19.62
5	1.175	20.22
8	1.210	20.82

*Building Coordinator Rate:

*Night Rate for Shifts starting after 2:00pm:

*Third Shift Differential Rate:

1.04/Hr

.67/Hr

1.05/Hr

AUDIO VISUAL/COMPUTER TECHS
Effective 1/1/15 - 6/30/15

AUDIO VISUAL/COMP TECHS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	18.71
1	1.035	19.36
2	1.070	20.02
3	1.105	20.67
4	1.140	21.33
5	1.175	21.98
8	1.210	22.64

BUILDING/GROUNDS/MAINTENANCE*
Effective 1/1/15 - 6/30/15

LEVEL I		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	20.19
1	1.035	20.90
2	1.070	21.60
3	1.105	22.31
4	1.140	23.02
5	1.175	23.72
8	1.210	24.43

LEVEL II		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	19.28
1	1.035	19.95
2	1.070	20.63
3	1.105	21.30
4	1.140	21.98
5	1.175	22.65
8	1.210	23.33

LEVEL III		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	18.98
1	1.035	19.64
2	1.070	20.31
3	1.105	20.97
4	1.140	21.64
5	1.175	22.30
8	1.210	22.97

LEVEL IV		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	18.03
1	1.035	18.66
2	1.070	19.29
3	1.105	19.92
4	1.140	20.55
5	1.175	21.19
8	1.210	21.82

*Additional \$.50/Hr for employees within the Grounds Maintenance Classification who are required to have a pesticide license

DELIVERY

Effective 1/1/15 - 6/30/15

DELIVERY		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.14
1	1.035	17.74
2	1.070	18.34
3	1.105	18.94
4	1.140	19.54
5	1.175	20.14
8	1.210	20.74

TRANSPORTATION
Effective 1/1/15 - 6/30/15

TRANS COORDINATOR		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	20.29
1-4	1.030	20.90
5	1.061	21.53

ASST TRANS COORDINATOR		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	16.96
1	1.035	17.55
2	1.070	18.15
3	1.105	18.74
4	1.140	19.33
5	1.175	19.93
8	1.210	20.52

BUS DRIVERS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	18.90
1	1.035	19.56
2	1.070	20.22
3	1.105	20.88

FIELD TRIPS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	16.69
1	1.035	17.27
2	1.070	17.86

HEAD MECHANIC		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	22.18
1-4	1.035	22.96
5	1.070	23.73

ASST HEAD MECHANIC		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	21.11
1-4	1.035	21.85
5	1.070	22.59

MECHANIC		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	20.18
1-4	1.035	20.89
5	1.070	21.59

ASST MECHANIC		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	19.57
1-4	1.035	20.25
5	1.070	20.94

MECHANIC HELPER		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	18.60
1-4	1.035	19.25
5	1.070	19.90

CAFETERIA
Effective 1/1/15 - 6/30/15 ("Eligible Employees")

LEVEL I			LEVEL II			LEVEL III			LEVEL IV		
EXP LEVEL	INDEX	HRLY RATE									
0	1.000	13.59	0	1.000	13.94	0	1.000	14.24	0	1.000	14.60
1	1.035	14.07	1	1.035	14.43	1	1.035	14.74	1	1.035	15.11
2	1.070	14.54	2	1.070	14.92	2	1.070	15.24	2	1.070	15.62
3	1.105	15.02	3	1.105	15.40	3	1.105	15.74	3	1.105	16.13
4	1.140	15.49	4	1.140	15.89	4	1.140	16.23	4	1.140	16.64
5	1.175	15.97	5	1.175	16.38	5	1.175	16.73	5	1.175	17.16
8	1.210	16.44	8	1.210	16.87	8	1.210	17.23	8	1.210	17.67

CAFETERIA NEW HIRES ON OR AFTER 9/1/2000*
Effective 1/1/15 - 6/30/15 ("Non-Eligible Employees")

LEVEL I			LEVEL II		
EXP LEVEL	INDEX	HRLY RATE	EXP LEVEL	INDEX	HRLY RATE
0	1.000	10.17	0	1.000	10.49
1	1.035	10.53	1	1.035	10.86
2	1.070	10.88	2	1.070	11.22
3	1.105	11.24	3	1.105	11.59
4	1.140	11.59	4	1.140	11.96
5	1.175	11.95	5	1.175	12.33
8	1.210	12.31	8	1.210	12.69

*See "Terms of Contract" Language

SECRETARIES
Effective 7/1/15 - 6/30/16

LEVEL I		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	15.75
1	1.035	16.30
2	1.070	16.85
3	1.105	17.40
4	1.140	17.96
5	1.175	18.51
8	1.210	19.06

LEVEL II		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	16.08
1	1.035	16.64
2	1.070	17.21
3	1.105	17.77
4	1.140	18.33
5	1.175	18.89
8	1.210	19.46

LEVEL III		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.38
1	1.035	17.99
2	1.070	18.60
3	1.105	19.20
4	1.140	19.81
5	1.175	20.42
8	1.210	21.03

LEVEL IV		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	18.26
1	1.035	18.90
2	1.070	19.54
3	1.105	20.18
4	1.140	20.82
5	1.175	21.46
8	1.210	22.09

LEVEL V*		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	18.26
1	1.035	18.90
2	1.070	19.54
3	1.105	20.18
4	1.140	20.82
5	1.175	21.46
8	1.210	22.09

*Associate Degree required.

PARAPROFESSIONALS
Effective 7/1/15 - 6/30/16

STAFF		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	13.59
1	1.035	14.07
2	1.070	14.54
3	1.105	15.02
4	1.140	15.49
5	1.175	15.97
8	1.210	16.44

SPECIAL ED		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	14.05
1	1.035	14.54
2	1.070	15.03
3	1.105	15.53
4	1.140	16.02
5	1.175	16.51
8	1.210	17.00

INTERPRETER		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	15.91
1	1.035	16.47
2	1.070	17.02
3	1.105	17.58
4	1.140	18.14
5	1.175	18.69
8	1.210	19.25

RESOURCE CENTER CONSULTANTS
Effective 7/1/15 - 6/30/16

SECONDARY		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	14.05
1	1.035	14.54
2	1.070	15.03
3	1.105	15.53
4	1.140	16.02
5	1.175	16.51
8	1.210	17.00

ELEMENTARY/MOBILE LAB		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	15.75
1	1.035	16.30
2	1.070	16.85
3	1.105	17.40
4	1.140	17.96
5	1.175	18.51
8	1.210	19.06

CUSTODIANS/BOILER OPERATORS*
Effective 7/1/15 - 6/30/16

CUSTODIANS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	16.66
1	1.035	17.24
2	1.070	17.83
3	1.105	18.41
4	1.140	18.99
5	1.175	19.58
8	1.210	20.16

BOILER OPERATORS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.64
1	1.035	18.26
2	1.070	18.87
3	1.105	19.49
4	1.140	20.11
5	1.175	20.73
8	1.210	21.34

*Building Coordinator Rate:

*Night Rate for Shifts starting after 2:00pm:

*Third Shift Differential Rate:

1.04/Hr

.67/Hr

1.05/Hr

AUDIO VISUAL/COMPUTER TECHS
Effective 7/1/15 - 6/30/16

AUDIO VISUAL/COMP TECHS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	19.18
1	1.035	19.85
2	1.070	20.52
3	1.105	21.19
4	1.140	21.87
5	1.175	22.54
8	1.210	23.21

BUILDING/GROUNDS/MAINTENANCE*
Effective 7/1/15 - 6/30/16

LEVEL I		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	20.69
1	1.035	21.41
2	1.070	22.14
3	1.105	22.86
4	1.140	23.59
5	1.175	24.31
8	1.210	25.03

LEVEL II		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	19.76
1	1.035	20.45
2	1.070	21.14
3	1.105	21.83
4	1.140	22.53
5	1.175	23.22
8	1.210	23.91

LEVEL III		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	19.45
1	1.035	20.13
2	1.070	20.81
3	1.105	21.49
4	1.140	22.17
5	1.175	22.85
8	1.210	23.53

LEVEL IV		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	18.48
1	1.035	19.13
2	1.070	19.77
3	1.105	20.42
4	1.140	21.07
5	1.175	21.71
8	1.210	22.36

*Additional \$.50/Hr for employees within the Grounds Maintenance Classification who are required to have a pesticide license

DELIVERY

Effective 7/1/15 - 6/30/16

DELIVERY		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.57
1	1.035	18.18
2	1.070	18.80
3	1.105	19.41
4	1.140	20.03
5	1.175	20.64
8	1.210	21.26

TRANSPORTATION
Effective 7/1/15 - 6/30/16

TRANS COORDINATOR		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	20.80
1-4	1.030	21.42
5	1.061	22.07

ASST TRANS COORDINATOR		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.38
1	1.035	17.99
2	1.070	18.60
3	1.105	19.20
4	1.140	19.81
5	1.175	20.42
8	1.210	21.03

BUS DRIVERS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	19.37
1	1.035	20.05
2	1.070	20.73
3	1.105	21.40

FIELD TRIPS		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	17.11
1	1.035	17.71
2	1.070	18.31

HEAD MECHANIC		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	22.73
1-4	1.035	23.53
5	1.070	24.32

ASST HEAD MECHANIC		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	21.64
1-4	1.035	22.40
5	1.070	23.15

MECHANIC		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	20.68
1-4	1.035	21.40
5	1.070	22.13

ASST MECHANIC		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	20.06
1-4	1.035	20.76
5	1.070	21.46

MECHANIC HELPER		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	19.07
1-4	1.035	19.74
5	1.070	20.40

CAFETERIA
Effective 7/1/15 - 6/30/16 ("Eligible Employees")

LEVEL I		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	13.93
1	1.035	14.42
2	1.070	14.91
3	1.105	15.39
4	1.140	15.88
5	1.175	16.37
8	1.210	16.86

LEVEL II		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	14.29
1	1.035	14.79
2	1.070	15.29
3	1.105	15.79
4	1.140	16.29
5	1.175	16.79
8	1.210	17.29

LEVEL III		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	14.60
1	1.035	15.11
2	1.070	15.62
3	1.105	16.13
4	1.140	16.64
5	1.175	17.16
8	1.210	17.67

LEVEL IV		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	14.97
1	1.035	15.49
2	1.070	16.02
3	1.105	16.54
4	1.140	17.07
5	1.175	17.59
8	1.210	18.11

CAFETERIA NEW HIRES ON OR AFTER 9/1/2000*
Effective 7/1/15 - 6/30/16 ("Non-Eligible Employees")

LEVEL I		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	10.42
1	1.035	10.78
2	1.070	11.15
3	1.105	11.51
4	1.140	11.88
5	1.175	12.24
8	1.210	12.61

LEVEL II		
EXP LEVEL	INDEX	HRLY RATE
0	1.000	10.75
1	1.035	11.13
2	1.070	11.50
3	1.105	11.88
4	1.140	12.26
5	1.175	12.63
8	1.210	13.01

*See "Terms of Contract" Language