



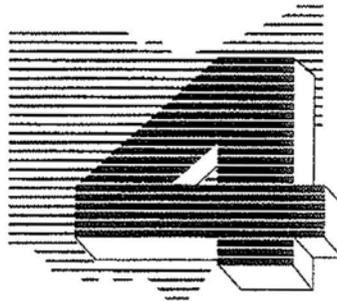
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AGREEMENT BETWEEN

CAMBRIDGE CITY SCHOOL DISTRICT
BOARD OF EDUCATION

and

OAPSE/AFSCME Local 4/AFL-CIO
and its LOCAL #132



OAPSE/AFSCME Local 4/AFL-CIO

Effective July 1, 2015 through June 30, 2017

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ARTICLE ONE -- PREAMBLE AND PURPOSE

- 1.01 This Agreement entered into between the Cambridge City School District Board of Education, hereinafter referred to as the Board, and Local #132 of the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO), hereinafter referred to as the Union.
- 1.02 The parties understand that the Board is charged by law with the duty and responsibility of operating a public school system within its District and in carrying out those duties and responsibilities in employment of school employees in its operation. The terms and conditions of employment of school employees and Board regulations and rules affecting the employment of school employees are matters of mutual concern to the Board and the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto: To attempt to provide an orderly and peaceful means on conducting negotiations and resolving any misunderstanding or grievances and to set forth in article form of this Agreement between the parties, the procedures necessary for the implementation of negotiations.

ARTICLE TWO – RECOGNITION

- 2.01 The Board of Education recognizes Local #132 of the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO) as the sole and exclusive bargaining agent for all regular non-teaching employees whether full-time or short-hour, excluding supervisors, three (3) executive secretaries and the receptionist in the central office, the EMIS coordinator, and all employees in the Treasurer's office.
- 2.02 Should a new classification or position be created during the term of this Agreement which does not require teaching or administrative certification, and should a dispute arise between the parties as to whether or not the classification or position shall be included in the bargaining unit, then the parties shall meet and negotiate in an attempt to resolve the issue. If the parties fail to reach agreement, either party may refer the issue to the State Employment Relations Board (SERB) for a decision pursuant to the rules and petitioning process of that Board.
- 2.03 Should a new classification be included in the bargaining unit following the effective date of this Agreement, the parties shall meet to negotiate the wages, hours, terms, and other conditions of employment of that classification.

ARTICLE THREE -- DEFINITIONS

- 3.01 "Employee(s)" shall mean an employee(s) in the bargaining unit.
- 3.02 The "Union" shall mean Local #132 of the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO).
- 3.03 The "Board" shall include the Superintendent, supervisors, and all administrators of the Cambridge City School District in their role as management of the School District.
- 3.04 The "Board of Education" shall mean the Cambridge City School District Board of Education as an entity consisting of its elected or appointed members.
- 3.05 "Work day" shall mean a day an employee is scheduled for duty by the Board.
- 3.06 "Treasurer" shall mean the Treasurer of the Board of Education.
- 3.07 The "Local President" shall mean the President of Local #132 of the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO).
- 3.08 For use of sick leave for absences due to injury, illness, or death in the employee's "immediate family," the following definitions shall apply:
- A. In the case of injury or illness, "immediate family" includes the employee's married spouse, child, parents, sister, brother, parent-in-law, brother-in-law, sister-in-law, and any member of the family or household who has clearly stood in the same relationship with the employee as any of those listed.
 - B. In the case of death, "immediate family" includes those relatives listed in paragraph A, the employee's grandparents, and any member of the family or household who has clearly stood in the same relationship with the employee as any of those listed.

ARTICLE FOUR -- NEGOTIATIONS PROCEDURE

- 4.01 Either party may request negotiations for a new contract by serving on the Board President or Superintendent or the Union President or Union Representative, as the case may be, a written request between March 1st and April 30th of the year in which the contract expires. The parties shall meet at a

mutually agreed time, date and place following receipt of the written request. The Board agrees to bargain collectively with the Union. Accordingly, the Board and the Union are obligated to meet at reasonable times and to confer in good faith with respect to wages, fringe benefits, hours, and other terms and conditions of employment. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

- 4.02 At the first meeting, each party will have an opportunity to present its written proposals, and give an explanation. After the first session, no items shall be added for negotiations without mutual consent of the teams. Additional meetings shall be scheduled at reasonable times and places by mutual agreement between the negotiation teams. All meetings shall be held in executive session.
- 4.03 The Union and the Board shall be represented at all negotiation meetings by a team of negotiators consisting of three (3) to seven (7) persons who are employed by the District or members of the Board. In addition, each team may be accompanied by a professional negotiator. Neither party in negotiations shall have any control over the selection of the bargaining representatives of the other party. Upon mutual agreement of the parties a consultant with special expertise on a matter being negotiated may be invited to attend or participate in a negotiation session.
- 4.04 While no final agreement shall be executed without ratification by the Union and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams.
- 4.05 No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
- 4.06 Upon request of either party, the negotiations meetings shall be recessed to permit the requesting party time in which to caucus in privacy.
- 4.07 The Board shall furnish the Union, and the Union shall furnish to the Board, upon reasonable request, all available information pertinent to the issues under negotiations which are regularly and routinely prepared, such as financial condition of the District by the Treasurer, or comparable wages and conditions by the Union.

- 4.08 As tentative agreement is reached on items proposed for negotiations, the agreement shall be reduced to writing and initialed by representatives of each party, subject to final ratification by the membership of the Union and by the Board of Education of the entire agreement. Assuming approval by OAPSE/AFSCME, the negotiation teams of both parties shall recommend adoption and ratification of tentative agreements.
- 4.09 If, at the end of the negotiation period, there are issues on which agreement has not been reached, either party may request in writing the appointment of a Mediator by the Federal Mediation and Conciliation Service (FMCS). To obtain a Mediator, a joint request shall be sent to the FMCS. The parties shall meet at reasonable times and places as deemed appropriate by the Mediator.
- 4.10 When final agreement is reached on all subjects proposed for negotiations, the tentative agreements shall be reduced to writing and compiled into an entire agreement. Both parties shall review the entire agreement to determine its accuracy. Within thirty (30) days it will be submitted to the parties, first to the Union, and then to the Board of Education, for ratification. When approved by both parties, the Agreement shall be signed and it shall become a binding contract.
- 4.11 If the existing Agreement or extension thereof has expired, the Union may proceed in accordance with Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE FIVE -- BOARD RIGHTS

5.01 BOARD RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operation;
4. Determine the overall methods, process, means or personnel by which School District operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force.
7. Determine the overall mission of the School District;
8. Effectively manage the work force;
9. Take actions to carry out the missions of the School District.

5.02 The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement. The exercise of the foregoing management rights requires neither prior negotiation with, nor agreement of, the Union.

ARTICLE SIX -- DISCIPLINE OF EMPLOYEES

6.01 This Article shall exclusively govern the initial probation and discipline of employees.

6.02 PROBATION

Each new employee shall serve a probationary period of sixty (60) days worked, during which the Superintendent or his/her designee may discharge the employee at any time without providing reasons and without the need to establish cause. In the event a probationary employee is discharged, the Union President and employee shall receive a copy of the notice of discharge. If an employee is retained after completion of the sixty (60) work day probationary period, he may not be discharged except as provided in paragraphs 6.04 through 6.07 of this Article. The administration shall give OAPSE written notice that a probationary employee has been removed or retained beyond probation.

6.03 TENURE IN SERVICE

The employment of every employee, after he/she successfully satisfies the probationary period for his job, shall be continuous until he/she:

1. Resigns;
2. Retires;
3. Is laid off in accordance with the negotiated layoff policy;
4. Is suspended for just cause; or
5. Is discharged for just cause.

6.04 A non-probationary employee may be suspended for up to twenty (20) work days without pay or discharged from his/her job by the Superintendent for any of the following causes:

1. Incompetency;
2. Inefficiency;
3. Dishonesty;
4. Drunkenness;
5. Immoral conduct;
6. Insubordination;
7. Discourteous treatment of the public;
8. Neglect of duty;
9. Violation of work rules or personnel policies of the Board or administration; or
10. Any other acts of misfeasance, malfeasance, or nonfeasance in his/her job.

Proof of the above-listed causes shall constitute proven just cause in this Agreement.

6.05 Except for offenses listed in Section 6.06, the first instance of a violation by an employee shall result in a verbal reprimand from his/her supervisor or an administrator. The administrator or immediate supervisor will document that the verbal reprimand was presented to the employee. The employee's signature on any disciplinary document shall not constitute his/her agreement with the content of the document. The employee will sign the verbal document and it will be placed in the employee's file. Further violation shall result in a written reprimand. Further violation may result in a suspension without pay, imposed by the Superintendent. Further violation thereafter may result in further suspension or discharge by the Superintendent or his/her designee.

6.06 Certain offenses are serious enough to warrant discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

1. Theft of or damage to property of the Board which is caused by the employee's intentional actions, reckless actions, or negligence; accidents or oversights caused by persons other than the employee shall not be considered negligence;
2. Theft of or damage to the property of Board personnel which is the result of the employee's intentional actions, reckless actions, or negligence; accidents or oversights caused by persons other than the employee shall not be considered negligence;
3. Insubordination, or the uttering of threatening or abusive language toward management personnel, other Board personnel, students, or the public;
4. Intoxication on the job, working under the influence of an illegal controlled substance, or the employee's personal sale, possession, or use of any illegal controlled substance on or off the job;
5. Falsification of any records, including employment records, unless the employee clearly proves that any error was inadvertently made; and
6. Fighting.

6.07 DISCIPLINARY PROCEDURE

- A. Before implementing a suspension or discharge of a non-probationary employee, the Superintendent or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action, or otherwise to explain the alleged violation or other just cause. The employee has the right to be accompanied at the conference by two (2) local Union representatives. The Superintendent or his/her designee, shall schedule this conference which will be held no later than fifteen (15) work days from the time the Superintendent becomes aware of, or the immediate supervisor makes the Superintendent aware of, by written notice of the incident or problem.

- B. When imposing a suspension or discharge, the Superintendent shall sign a written notice of suspension or discharge. The statement shall state the grounds for the action. The Superintendent shall furnish a copy of the statement to the employee and to the Union President. Disciplinary action is effective according to the terms of the notice. The employee may file a grievance concerning his or her discipline or discharge in accordance with the time limits and procedures set forth in that Article commencing at Step III.

ARTICLE SEVEN -- PERSONNEL FILES

- 7.01 An employee shall have the right to inspect his or her own personnel file upon reasonable notice to the administration. Upon payment of a reasonable fee for copying, the Board will provide the employee with a copy of any documents in his or her personnel file. An employee inspecting his or her file may be accompanied by another individual of his/her choice, which may include a Union representative.
- 7.02 No anonymous letters shall be placed in an employee's personnel file.
- 7.03 If any employee disputes the accuracy, timeliness, relevance, or completeness of documents in his/her file, he/she may request in writing that the Board investigate the current status of the information. The employee may submit a statement that he/she wants attached to the disputed documents. The statement will be attached to the disputed documents.
- 7.04 When the Board places a document in the employee file, it shall send a copy of it to the employee. The employee shall acknowledge receipt of the copy by signing it and returning it to his/her supervisor. The employee's signature shall not constitute his/her agreement with the content of the document. The employee shall be given a copy of the signed document.
- 7.05 Reprimands placed in the personnel file shall be properly signed by the employee and supervisor involved. The employee's signature shall not constitute his/her agreement with the content of the document. Any reprimands placed in a personnel file will be removed after twenty-four (24) months from the effective date of the discipline providing there are no intervening disciplinary actions during the twenty-four (24) month period for the same or similar offenses. Reprimands for discipline resulting in disciplinary suspension shall be removed from the personnel file thirty-six (36) months from the effective date of the discipline providing there are no further disciplinary action(s) during this period for the same or similar offenses.

ARTICLE EIGHT -- HOURS OF WORK AND OVERTIME

- 8.01 Work required by the Board beyond the hours and days for which the employee is scheduled to work shall be compensated at the employee's regular rate of pay unless such time constitutes overtime. Overtime work shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. The Board will use the blended rate (or weighted average) method of calculating overtime for bargaining unit members.
- 8.02 "Overtime" is the work time required of the employee in any calendar week in excess of forty (40) hours. Only hours when the employee is on the job in the active performance of services for the District shall be credited toward such forty (40) hours, except that paid holiday and calamity time for the first five calamity days shall be credited. .
- 8.03 An employee who is required by the Board to work on a holiday shall be paid at his/her regular rate of pay for time actually worked, in addition to his/her regular holiday pay.
- 8.04 Regular short-hour employees shall be assigned work within their classification which is at their assigned building beyond the hours for which they are regularly scheduled before temporary or substitute employees are assigned the work. Should an employee scheduled to work under this provision work in excess of forty (40) hours in one (1) week, that employee will receive the overtime rate of pay for these hours. However the employer will not be required to work any specific individual in excess of forty (40) hours, until all employees in the classification have either worked or been offered the opportunity to work a total of forty (40) hours.
- 8.05 A regular employee replacing another regular employee shall be reclassified in the new assignment on the first day of reassignment for the purpose of remuneration.
- 8.06 An employee who is specifically required by his/her supervisor to work on a calamity day (that is, a day when schools are closed to students for the entire day due to an epidemic, weather problems or other public calamity), late start or early dismissal shall be paid for time actually worked. Any employee who reports to work on a day which is subsequently declared a calamity day will be paid for the time he or she actually works on such a day in addition to any calamity day pay.

Unless specifically required to work, employees do not have to make up the first five (5) days when school is closed due to weather or other calamity, and

shall not lose pay for those days. The superintendent in consultation with the union president may determine whether employees make up days or equivalent hours beyond the first five (5) days by performing regular job duties, special duties or participating in professional development. Days not made up by June 30 will be "forgiven" and paid at employees regular rate of pay.

Employees who are called into work will be guaranteed at least two (2) hours of work and pay.

If an employee's work schedule in two (2) part-time positions overlay due to a calamity day, late start or early dismissal, the Superintendent/designee will assign the employee to the job with the greatest need, and the employee will be paid at the applicable hourly rate for that classification. The employee, at the Superintendent's discretion, will make up and be paid for hours actually worked in his or her other part-time position.

- 8.07 An employee called in to work from his or her home shall be guaranteed a minimum of two (2) hours' pay, to be paid at the regular rate unless such time constitutes overtime. Employees called in for extra work at a particular building should be employees assigned to that building except in emergencies, where the extra hours would conflict with the employee's regularly scheduled hours. The administration shall make a reasonable effort to contact the employee of the appropriate job classification. A reasonable effort is defined as one (1) phone call to the employee's residence or a message to the employee's answering machine asking the employee to answer if he or she is monitoring calls. To accept the work the employee must pick up the call while the message is being left.
- 8.08 Employees will not be paid for initial training but will be paid for required hours in CPR/Red Cross retraining. CPR/Red Cross training shall not be mandatory unless required by state or federal law.
- 8.09 If the Board decides to have lunch served on the last day of school, an additional day will be scheduled for clean-up.
- 8.10 Employees are expected to be present and ready for work at their scheduled starting times and to be working until their scheduled quitting times unless required to work overtime. The Board may implement or modify timekeeping systems to remain in compliance with Fair Labor Standards Act requirements.
- 8.11 Overtime shall be awarded on a rotating basis, except for those instances which require the services of individuals who have special skills. Cooks will be rotated within their buildings before a substitute is called in.

- 8.12 Seasonal work shall be offered to qualified members of the bargaining unit who work less than eleven (11) months per year. Seniority of those employees shall be considered in the hiring decision. These positions shall be posted on designated bulletin boards for at least seven (7) calendar days. The posting shall contain the title of the position, a brief description of the duties, and the rate of pay. Seasonal work will be paid at the seasonal rate of pay, not the employee's usual rate. Employees wishing to apply for these positions shall so notify the individual specified on the posting within seven (7) calendar days of the first day of the posting.

ARTICLE NINE -- SENIORITY AND BIDDING

- 9.01 Seniority shall accumulate from the most recent date of employment in the bargaining unit covered by this Agreement and shall continue during all authorized Leaves with or without pay. Seniority shall be computed from the first day the employee actually begins work in the bargaining unit covered by this Agreement. In cases where two (2) or more employees have the same starting date, ties will be broken by the toss of a coin.

Seniority shall be District-wide.

- 9.02 Seniority shall be broken and all rights of employment or re-employment terminated, when an employee:

1. Quits or retires;
2. Is terminated for just cause;
3. Exceeds an approved leave of absence; or
4. Is laid off for two (2) years.

- 9.03 When a bargaining unit employee leaves his/her position, due to retirement, resignation, or for any other reason, creating an opening within the District and the Board decides to fill the position, it shall be posted and bid in accordance with Sections 9.04-9.05 below.

- 9.04 All buildings owned and operated by the Board and staffed by school employees shall be posted with "Bid Notice Procedures" on a designated bulletin board.

9.05 The Board shall post a notice of any permanent job opening on the bulletin boards designated in Section 9.04 above and give non-probationary employees at least five (5) work days to bid upon that opening. The notice shall contain the title of the opening, location of opening, a brief description of the duties, qualifications necessary to work in the classification, and a written salary range. Vacancy notices will be placed in all summer paychecks. When the Board decides to fill a position on a permanent basis, it shall be filled within thirty (30) working days after the date it was posted, and upon administrative determination that the candidate(s) are otherwise qualified. Temporary positions may exist for up to thirty (30) work days before posting. For employees presently employed within the System, eligibility will be determined on the basis of local criteria established by the administration.

9.06 Employees may apply for any vacancy or newly created position in the School District. The Superintendent or his/her designee shall consider and interview all current employees who apply for a posted vacancy. When, in the opinion of the Superintendent, the qualifications of two (2) or more applicants are equal, the position shall be offered to the employee with the greatest seniority who applies for the vacancy. Any employee having greater seniority who is not chosen for the position where the vacancy exists, upon request, will be given the reasons he or she was not chosen. If a less senior bargaining unit employee is awarded the position the decision must be supported, in no particular order of priority, by two (2) or more of the following: past evaluations, job performance, testing, attendance, interviews, special or additional training or licensing, or uniquely applicable experience. Should there be no applicants or qualified applicants from within the bargaining unit, the employer may then hire an applicant from outside the bargaining unit. If the Union requests arbitration of a dispute arising from Section 9.06, the Union shall pay the full cost of the AAA, court reporter (if any), and Arbitrator unless the Union prevails.

9.07 PAY STEP UPON CLASSIFICATION CHANGE

1. An employee, transferred into a different classification as a result of the bidding process, shall enter the new classification at the step on the salary schedule which is equal to his/her District seniority.
2. When an employee is transferred into a different classification involuntarily, he/she shall be placed on the wage step closest to, but not lower than, the hourly rate he/she was earning in his/her prior classification at the time of the transfer.

- 9.08 If the Board determines that an employee who is awarded a job under this procedure is unable to perform satisfactorily the duties of the new job within a period of thirty (30) working days, he/she will be returned to his/her previous position. Within a period of thirty (30) working days the employee may, if he/she elects, return to his/her former job. Any bargaining unit member removed from this new position and returned to their former position, shall not be prohibited from bidding on other bargaining unit positions. After ninety (90) days from date of removal, the bargaining unit member shall again be eligible to re-bid on that position from which he/she was removed, if and when it becomes available.
- 9.09 When a bargaining unit member requests and is granted a leave of absence, for whatever reason, for a period of ninety (90) days or more, the position shall be put up for bid on a temporary basis for the length of the leave of absence.
- 9.10 All employees who bid upon a vacancy will be informed and a notice will be posted on all bulletin boards, for a period of five (5) days after the position is awarded, informing bargaining unit members as to the individual awarded the position.
- 9.11 The employer shall provide the Union an updated copy of the seniority list at least once per year, in October.

ARTICLE TEN -- LAYOFF AND RECALL

- 10.01 The following procedure shall govern layoff of employees if the Board determines to reduce the number of classified positions. The number of employees affected by reductions will be kept to a minimum by not employing replacements for employees who resign or otherwise vacate a position.
- 10.02 In implementing layoffs, the concept of seniority, as defined in Section 9.01 of Seniority and Bidding, shall prevail.
- 10.03 Before any regular non-probationary employee is laid off, temporary and probationary employees within the affected classification shall be laid off first. Additional layoffs shall then begin with the least senior employee in the classification, continuing in inverse order of seniority until the reduction is complete.
- 10.04 Three (3) weeks prior to the effective date of any layoff the Board shall prepare, and post for inspection in a conspicuous place, a list containing names, seniority dates, classification, and pay ranges of employees in affected

classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff with a statement advising the employee of his/her bumping and reinstatement rights.

10.05 Any employee affected by such a reduction, either directly or indirectly, shall be granted bumping rights. Bumping may be exercised on the basis of District-wide seniority as defined in Section 9.01. Any employee affected by such a reduction may displace one or both classifications of a less senior employee holding two (2) different classifications, if qualified. Any employee that had two different classifications and is bumped out of only one classification may then displace any less senior employee, if qualified. When, in the opinion of the Superintendent, the bumping employee is not qualified to fill the position, the Superintendent shall have the right to deny the employee such a position. The Superintendent shall exercise good faith in reaching these decisions. All state requirements must be met satisfactorily for the position in question as a qualifying condition of employment. For the purpose of determining bumping rights, there shall be established eight (8) classification series as follows:

SERIES 1	Custodial
SERIES 2	Food Service
SERIES 3	Maintenance
SERIES 4	Secretarial
SERIES 5	All Aides
SERIES 6	Transportation
SERIES 7	Mechanics
SERIES 8	Custodial Groundskeeper/ Maintenance

Within two (2) weeks after the official meeting with the Superintendent, the employee will decide to what position he/she wishes to bump.

10.06 An employee who has been laid off shall be placed on a layoff list by System-wide seniority, with those with the greatest seniority being put at the top of the list. An employee who is laid off shall have recall rights for a period of two (2) years from the effective date of the layoff. During such period, the Board shall not hire anyone until all qualified employees on the recall list have been offered a position in order of seniority. To offer a vacant position to such an employee, the Board shall send the employee notice of the vacancy by registered mail, return receipt requested, and addressed to the employee's last known address. If the employee does not accept the offer of reinstatement to a position for which he or she is qualified in writing within fourteen (14) calendar days from the date on which the Board's offer is postmarked, the

employee shall be deemed to have waived all rights to reinstatement and his or her name shall be removed from the recall list.

ARTICLE ELEVEN -- SPECIAL PROVISIONS FOR CLASSIFICATIONS

BUS DRIVERS

- 11.01 The Board shall maintain an extra trip roster, which shall be posted in the lounge of the bus garage. Drivers may bid on these trips which shall be awarded on a rotation basis. However, no more than one (1) extra trip that involves overtime shall be awarded, until such time as all other drivers who have signed the extra trip roster have been given the opportunity to drive an extra trip and no substitute driver is available. The administration also has the discretion to deny bids or make other exceptions: (a) based on safety and equity considerations; (b) if the driver has taken ten (10) extra trips during the school year (July 1st - June 30th) that conflict with the driver's regularly assigned route; or (c) for other reasons determined by the Board at its reasonable discretion. The administration shall make all reasonable efforts to schedule extra-curricular trips to avoid conflicts with regularly assigned routes.
- 11.02 A driver who is called in to work from his/her home shall be guaranteed a minimum of two (2) hours' work. A driver who takes a field trip run (that is, a run other than part of the driver's normal assignment) that does not require him/her to come from home, shall be guaranteed a minimum of one (1) hours' pay for that complete run.
- 11.03 The Board shall pay for the cost of annual bus driver's physical exam by the health department. If an employee obtains the exam from his/her own doctor, the Board shall reimburse the employee the amount of the health department charge only.
- 11.04 The Board will reimburse regular bus drivers for the license fee for renewal of their commercial drivers license (not including the road skills test). The Board also shall reimburse bargaining unit members who serve, or who the Board desires to have serve, as substitute bus drivers for renewal of their licenses (including renewal of CDLs) (not including the road skills test).
- 11.05 Beginning January 1, 1996, the Board shall conduct drug and alcohol testing in accordance with Department of Transportation standards issued in regard to the Omnibus Transportation employee Testing Act of 1991. Should an employee test positive under the practice, the following procedure shall be followed:

1. An employee who refuses to enter a rehabilitation program, or fails to complete the rehabilitation program shall be terminated.
2. The cost of rehabilitation shall be borne by the Board's medical coverage.
3. Should the employee not be covered by the Board's medical coverage, the Board shall contribute up to Five Hundred Dollars (\$500.00) towards the cost of the employee's rehabilitation program.
4. Should the employee have sufficient sick, personal, or vacation days to cover his/her absence during this period, the employee may apply these days toward the period of absence.
5. Should the employee not have sufficient paid days off to complete the period of absence during his/her period of rehabilitation, the employee shall be granted a leave of absence in accordance with Section 12.05 of this Agreement.
6. Upon successful completion of this rehabilitation program, the following procedure shall be followed:
 - A. The employee will undergo re-certification as though acquiring his/her CDL. The cost of this certification shall be borne by the Board of Education.
 - B. The employee must provide the Board of Education with written documentation from a licensed physician which indicates that the employee is able to return to work.
 - C. The employee must provide the Board of Education with written documentation from the director of the rehabilitation program in which he/she has been enrolled that he/she is able to return to work.
 - D. The employee may be subject to periodic retesting upon his/her return to his/her position for a period of one (1) year from the date of his return to work. The Employer may conduct four (4) tests of an employee during the one year period after the employee has completed a rehabilitation program as provided above. Should the employee test positive after completion of the rehabilitation program, he/she shall be terminated.

MAINTENANCE

- 11.06 Tests for promotion shall be given annually or prior to advertising for bids for additional Maintenance II positions. This test shall consist of two (2) parts, a written part and a practical part, both of which must be job-related. The Board shall maintain a consistent combined score of no less than seventy percent (70%) as the passing level (the seventy percent (70%) score will be the average score for both parts, however, the employee must score at least sixty percent (60%) on each part, and no less than seventy percent (70%) on the electrical section). If two (2) or more employees achieve a passing score, the individual achieving the higher score shall be promoted first. Should more than one (1) individual achieve the same highest score, the individual possessing the greatest amount of seniority shall be promoted first.

TOOLS

- 11.07 It is the Board's responsibility to provide special tools that may be required for maintenance. "Special tools" are those, such as power tools, that normally would not be expected to be included in a maintenance employee's own set of hand tools. Maintenance employees shall be reimbursed for verified loss of their own hand tools: (1) to the extent the loss results from a break-in of a school building or school vehicle which is reported to the police; and (2) if the employee had a specific written inventory on file with the supervisor in advance of the break-in.

SHIFT DIFFERENTIAL

- 11.08 Any maintenance person or painter normally assigned to day shift, that is assigned duty on the night shift shall be paid a shift premium of Twenty-One Cents (\$.21) per hour. If he/she is assigned on the third shift, he or she will receive a shift premium of Twenty-Eight Cents (\$.28) per hour.

CLOTHING

- 11.09 Custodial, mechanics, and maintenance employees shall be paid an annual clothing allowance of One Hundred and Twenty Dollars (\$120.00) per year and cooks shall be paid an annual clothing allowance of Sixty-Five Dollars (\$65.00) per year. The Board will provide smocks for cooks. These annual allowances shall be paid in the first pay period of the new school year.

ZONAR

- 11.10 The District will discuss discipline after a verbal warning with the safety committee and employee before taking action. The committee will meet within three (3) work days of the Superintendent's request.

ARTICLE TWELVE -- LEAVES OF ABSENCE

12.01 SICK LEAVE

- A. Each employee may use sick leave in accordance with Ohio Revised Code Section 3319.141. Such leave shall be earned at the rate of one and one-quarter (1-1/4) days per month, for a maximum of fifteen (15) days per school year, and may be accumulated to a total of two hundred and forty (240) days.
- B. Each newly hired employee and each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each school year, to be charged against the sick leave he/she subsequently earns.
- C. For a death in the immediate family sick leave may be used as follows:

At the Superintendent's discretion, an employee may use up to ten (10) days of sick leave for the death of a significant other. An employee must provide sufficient proof that a "significant other" stands in place of a spouse and has continuously resided in the same household as the employee for at least the last three (3) years;

Ten (10) days for the death of a spouse, children, father, or mother;

Seven (7) days for the death of siblings, or grandparents;

Five (5) days for the death of in-laws.

An employee may use up to five (5) days of sick leave for the death of a grandchild or step-child;

D. SICK LEAVE BANK

This Sick Leave Bank is intended to provide employees, who will exhaust their sick leave accumulation, with additional sick leave days in cases of catastrophic illness or injury to the employee. It is not intended to include pregnancy or childbirth unless there are catastrophic consequences to the parent.

For purposes of this procedure, the term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to the following:

- Accident resulting in multiple fractures or amputation of a limb
- AIDS
- ALS (amyotrophic lateral sclerosis)
- Cancer
- Cerebral palsy, muscular dystrophy
- Condition causing paralysis
- Hemophilia
- Mental illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal cord injury
- Stroke or cerebrovascular accident
- Heart attack

An employee needing to utilize this Bank shall request through the Union that additional days be transferred from other bargaining unit members' accumulated sick leave. This request shall include a statement from the employee's physician indicating the anticipated length of the illness or injury.

The Union shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, which employee the days are to be deducted from, and the employee who is to receive the transferred days. Included in the notice shall be a signed statement by the employee involved authorizing the Board Treasurer to transfer the days. These additional limitations will apply:

1. Donations from an employee must be in units of five (5) days;

2. The employee to whom the days are given must personally have the catastrophic illness or injury;
3. Employees will not be eligible to participate in this program until they have accumulated one (1) year of seniority;
4. No more days can be given at one (1) time than are needed to serve out the regular school year;
5. The employee must exhaust his/her own sick leave, personal leave, and vacation first and donated days must be used consecutively;
6. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days;
7. An employee's donation of sick leave to another employee shall not count as use of sick leave for the purpose of calculating the sick leave incentive program (Section 12.11);
8. The total number of transferred days an employee can use is thirty (30) in one (1) year (September-August). If an employee needs less than thirty (30) days to complete a school year, the remainder of the days may be extended into the next school year, but shall not exceed thirty (30) days in an eighteen (18) month period;
9. Any sick leave days donated to this program by an employee will be forever forfeited.
10. The Board will be held harmless from the selection of participants.

Upon request of the Superintendent or the Union President, two representatives of the Superintendent and two representatives of the Association President shall meet and discuss ways, if any, that the parties jointly would agree to the transfer or donation of sick leave to a bargaining unit employee who has exhausted or is about to exhaust his or her accumulated sick leave in a non-catastrophic situation. The joint committee will examine the particular circumstances of the employee, including the employee's prior use of sick leave. This paragraph only applies where the employee has had a catastrophic illness or injury during the preceding five (5) years.

- E. Employees shall be required to complete the appropriate forms to justify the use of sick leave upon return to work. Employees who utilize five (5) or more consecutive days of sick leave shall provide the employer with the name and address of the attending physician and the date(s) when the physician was consulted. The Employer reserves the right to investigate an employee's absence from work. The employer may require a physician's statement indicating that the employee may return to work of those employees who utilize five (5) or more consecutive days of Sick Leave. Falsification of any statement required herein shall be grounds for discipline, including suspension or termination, and/or refusal of sick leave payments.
- F. An employee who uses sick leave for one position in the district must remain on sick leave for the entire workday and cannot report to work in the district for a second position on that same day that sick leave is being used unless the employee provides the employer with the name and address of the attending physician and the date(s) when the physician was consulted, or at the discretion of the superintendent or the superintendent's designee.

12.02 PERSONAL LEAVE

- A. Each employee shall be entitled to three (3) personal leave days per contract year, unrestricted except for the limitations noted below, with compensation at the employee's regular rate. Such leave shall not accumulate from one (1) contract year to another. An employee desiring to take personal leave must apply for it at least three (3) work days in advance, except for emergencies, in which case the employee shall give notice to his/her supervisor at the earliest opportunity.
- B. Personal leave may only be taken on the first or last work day in the employee's contract/school year, or the day before or after a holiday or vacation, including three-day weekends, breaks in the school or contract calendar, and summer with prior approval of the superintendent.
- C. No more than ten percent (10%) of the employees in a classification (rounded to the higher number of persons) may take personal leave on the same day; provided, however, that no employee shall be denied personal leave in a good faith emergency situation because of the ten percent (10%) limitation. After April 1st in a school year, no more than five percent (5%) of the employees in a classification, or two (2) employees, whichever is less, may use personal leave on the same day. Personal leave may only be used in whole-day or half-day increments.

For employees that have dual jobs (more than one position in two different classifications in the bargaining unit) the employee may use a full day of personal day leave for both jobs, or mix in fractional increments (see examples below). If the employee uses personal leave in increments, the time will be charged in a fractional increment, which will NOT be rounded up through three (3) decimal places. In no event shall personal leave use exceed a total of three (3) days per year, based on the employee's regular daily work hours. For purposes of this section only, these are just some examples (1) you may take personal leave in the morning and work the rest of the day, or (2) work in the morning and mid-day and take personal leave in the afternoon, or (3) work in the morning and use personal leave in the mid-day and work in the afternoon. In each example, the employee may not use personal leave for part of one job (e.g., 2 hours in a 4 hour job).

- D. Unused personal leave to a three (3) day maximum shall be annually added to the employee's sick leave accumulation. This transfer would not affect the employee's leave incentive.
- E. Any employee in paid status for less than a full contract year for his/her classification shall have personal leave prorated.

12.03 DEPENDENT CARE LEAVE

- A. Sick leave may be used for dependent care in accordance with Article 12.01 on sick leave and Ohio Revised Code Section 3319.141.
- B. An employee who has exhausted his/her accumulated sick leave may apply for an unpaid leave of absence for dependent care pursuant to Ohio Revised Code Section 3319.13.

12.04 MILITARY LEAVE

The Board shall grant leaves of absence for military service in accordance with Ohio Revised Code Section 3319.14.

12.05 ILLNESS OR DISABILITY LEAVE

The Board, upon the written request of an employee, shall grant a leave of absence for a period of not more than two (2) consecutive school years, where the employee's illness or disability is the reason for the request. The Board may request a doctor's verification as to the need for such leave.

12.06 PREGNANCY LEAVE

- A. Any employee who becomes pregnant following her employment by the Board will notify the Superintendent in writing of her pregnancy as soon as possible after she learns that she is pregnant. At that time, she shall indicate the anticipated date of the requested pregnancy leave. She will also notify the Superintendent in writing of the anticipated delivery date promptly after her doctor informs her of that date.
- B. If her condition requires, a pregnant employee may use accumulated paid sick leave for: (a) disabilities resulting from her pregnancy; and (b) for her period of confinement. The Superintendent may require the employee to supply a written statement from her doctor substantiating that a disability exists. The Superintendent also may require the employee to be examined by a doctor designated by the Board of Education to substantiate that a disability exists. In the event of a conflict of opinion, the decision of the doctor designated by the Board shall control.
- C. If a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the employee may apply for a leave of absence without pay or benefits, which shall be granted for disabilities resulting from her pregnancy and for her period of confinement.
- D. An employee may use any or all of her accumulated sick leave for her absence from work during the forty-two (42) calendar days following the date of the childbirth. In addition, an employee may use sick leave for absence due to illness or disability resulting from her pregnancy prior to the childbirth and after the period of time set forth above.
- E. Nothing herein shall deny any employee of any right granted by the Family and Medical Leave Act of 1993.

12.07 PARENTAL LEAVE

An employee may request and shall be granted a parental leave of absence without pay on the conditions set forth below:

- A. The parental leave of absence shall be for the balance of the school year in which birth or adoption of a pre-first grade child is expected unless such leave is earlier terminated as hereinafter provided.

- B. The leave may be extended for one (1) additional school year upon request of the employee to the Board, made not later than April 15th preceding the year for which such leave is requested.
- C. Application for reinstatement may be made by the employee at any time during the school year and the employee may be reinstated by mutual agreement. In any case, he/she shall be reinstated no later than the beginning of the next succeeding school year, unless the leave is extended in accordance with paragraph (B).
- D. Nothing herein shall deny any employee of any right granted by the Family and Medical Leave Act of 1993.

12.08 PAYROLL RECORDS

The Board shall continue to carry on its payroll records all employees who are on an approved leave of absence, for the purpose of the employee's participation in group term life, hospitalization, surgical, and major medical insurance. The employee may participate in such coverage by forwarding to the Treasurer by the 7th of each month the group premium for the insurance coverage he/she desires. Nothing herein shall deny any employee any right granted by the Family and Medical Leave Act of 1993.

12.09 RETURN FROM LEAVES OF ABSENCE

- A. An employee on an unpaid leave of absence other than an illness or disability leave must give the Superintendent written notice of his/her intent to return to work, at least thirty (30) days before the expiration of such leave; provided, however, that if an employee is on an approved leave of absence on April 15th of any year, he/she must give the written notice on or before April 15th of his/her intention to return to work for the next school year. If an employee does not give such notice by the applicable deadline, he/she shall be deemed to have resigned. Return from an illness or disability leave shall be governed by Ohio Revised Code Section 3319.13 and Board policies adopted pursuant thereto.
- B. If an employee gives timely notice of his/her intention to return to work, he/she shall be entitled to return to his/her former classification, if it exists, or a substantially equivalent position if it does not exist, at the expiration of his/her leave.

12.10 UNION LEAVE

- A. Provided written notice is delivered to the Superintendent two (2) weeks before the requested leave or leaves, duly elected delegates to statewide meetings and conferences of the Union shall be granted Union leave, provided that for all delegates in combination, no more than ten (10) days in the aggregate shall be granted in any calendar year, January 1st through December 31st. If a classification has three (3) or fewer employees in it, no more than one (1) may use Union leave at the same time.
- B. The use of this leave provision shall not be charged to any other leave policy and shall not result in loss of pay by the user(s), provided the user(s) supplies the Superintendent with proper documentation of the user's attendance. The Board shall bear none of the travel or other costs of the employee's attendance at such meeting or conference.

12.11 INCENTIVE PAY

- A. If an employee uses no personal leave days during an entire school year (July 1 - June 30), the employee shall be paid Seventy-Five Dollars (\$75.00) (if a twelve (12) month employee) and Fifty-Five Dollars (\$55.00) (if less than a twelve (12) month employee).
- B. If an employee uses no sick leave during an entire school year (July 1 - June 30), the employee shall be paid One Hundred Twenty-Five Dollars (\$125.00) (if a twelve (12) month employee) and Ninety-Five Dollars (\$95.00) (if a less than twelve (12) month employee).
- C. The above amounts will be prorated for an employee who is under regular contract for less than the full contract year for his or her classification.
- D. Such lump sum payment shall be made prior to September 1 following completion of the school year in which the employee used no personal leave, no sick leave, or both.

12.12 When required to serve on jury duty, the Board shall pay his/her salary and the employee shall pay to the Treasurer any daily remuneration granted by the court.

12.13 A member of the bargaining unit who is physically disabled as a result of a physical assault that occurs while performing duties required by his/her

contract with the Board and which occurred on school premises or during a school-sponsored function will be entitled to assault leave for a maximum of twenty (20) school days per school year. Leave will not be available to an employee who willfully assaults another person. Upon providing a signed physician's statement stating the nature and probable duration of the disability, the employee may use leave, which will be at no loss in pay and not chargeable to sick leave.

ARTICLE THIRTEEN -- SALARIES

13.01 PAY DAYS

- A. The annual salary to be paid an employee in a school year shall be computed by multiplying the hourly rate by the hours the employee is scheduled per day, by the number of work days and paid holidays in the year. References in this Agreement to such hours and days is not a guarantee of a specific number of hours or days.
- B. All employees shall be paid on alternate Fridays over a twelve (12) month period of time. The Treasurer may alter the pay day schedule in order to avoid overpayment to employees, or to avoid payment being made before services are rendered.

13.02 UNION DUES DEDUCTION

- A. The Board shall assume no obligation, financial or otherwise, arising out of the payroll deduction of Union dues or fair share fees. The Union shall hold the Board harmless for any and all claims arising out of, or by reason of, any action taken by the Board for the purpose of complying with this Article.
- B. Upon written request of any employee, the Treasurer shall deduct from the employee's pay Union dues as certified by the OAPSE State Treasurer (and as changed from time to time by certification of the OAPSE State Treasurer). The deduction shall be made in twenty (20) equal installments beginning in October. The amounts deducted shall be sent to the OAPSE State Treasurer.
- C. Signed payroll deduction authorizations by employees shall be continuous from school year to school year, or until the employee withdraws the authorization in writing. Such withdrawal of

authorization must be made between August 21st and August 31st, of any year.

- D. Deductions will become effective immediately after the request is submitted to the Treasurer. The Treasurer will notify the Union of any employee under the payroll deduction of dues or fees that terminates employment; or does not have a paycheck sufficient to cover the deduction for dues or fees.
- E. Sixty (60) days following the beginning of employment, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union in the same manner, except written authorization for deduction of fair share fees is not required.
- F. 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 Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union 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. This provision shall be limited to one (1) enrollment period per year.

13.03 SALARY SCHEDULES

Employees shall be paid in accordance with the attached salary schedules. The parties agree to continue the practice of annuitizing the employees' contributions to the School Employees Retirement System.

- 13.04 An employee is placed on a wage step on a fiscal year basis effective July 1st. An employee must work a minimum of one hundred twenty (120) days in a bargaining unit position in a preceding fiscal year to be advanced a step.

Employees shall receive one (1) year of service credit on the salary schedule beyond their individual placement during the 2012-13 fiscal year in accordance with this paragraph, notwithstanding any other provisions of law or this Agreement:

1. An employee shall be credited with one (1) year of service at the beginning of the 2013-14 school year if he/she was in paid status as an employee for the Board for at least one hundred twenty (120) days during the 2012-13 fiscal year; and
2. An employee shall be credited with one (1) year of service at the beginning of the 2014-15 school year if he/she was in paid status as an employee for the Board for at least one hundred twenty (120) days during the 2013-14 school year.

Steps per paragraph #1 will be implemented beginning with the pay period starting January 12, 2014 and the January 31, 2014 pay check. Steps per paragraph #2 will be implemented effective July 1, 2014.

13.05 If the Head Mechanic is required to perform the full duties of the Transportation Supervisor for an entire workday or more, the Head Mechanic will be paid an extra Ninety Cents (\$.90) per hour.

13.06 The following adjustments are made in this Agreement:

A. The extra trip rate is \$9.25 per hour.

13.07 The following additional adjustments are made in this Agreement:

A. Effective July 1, 2016, all employees shall receive a base wage increase of \$0.27 per hour.

ARTICLE FOURTEEN -- FRINGE BENEFITS

14.01 SEVERANCE PAY

Those bargaining unit members who resign/retire from a position with the Cambridge City Schools may qualify for severance/service Pay as identified in the following provisions:

1. To be eligible, the Cambridge City Board of Education must accept the bargaining unit member's resignation/retirement. The Board agrees to accept the resignation/retirement of all employees except those

terminated in accordance with Article 6 of this Agreement. An employee who is asked to resign, or resigns in lieu of pending termination cannot participate in the severance/service plan.

2. Payment shall be based upon the bargaining unit member's daily rate of pay at the time of resignation/retirement.
3. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time.
4. Such payment shall be made only once to any bargaining unit member based upon a continuous term of service of a minimum of five (5) years or more as a regular bargaining unit member as established by Board minutes.
 - A. These five (5) years shall be calculated from the employee's initial date of hire; or
 - B. For those employees who work less than twelve (12) months per year, and whose initial date of hire coincides with the beginning of school, the employee must complete five (5) scheduled work years.
5. Contributions to the bargaining unit member's retirement system based upon monies paid for accrued unused sick leave will not be made by either the Board of Education or the employee.
6. Severance pay shall be paid by check within thirty (30) days of the last date of pay to the bargaining unit member. The pay will be in a lump sum and will be subject to all legal deductions.
7. Calculation of this severance/service retirement payment will be as follows: The employee shall receive one-third (1/3) of his/her unused accumulated sick leave days up to a maximum of one hundred five (105) days, or a maximum of thirty-five (35) days, plus one (1) day of severance pay for each twenty (20) days of accumulated sick leave beyond one hundred five (105) days.

14.02 MILEAGE REIMBURSEMENT

The Board shall reimburse employees for the authorized use of their personal vehicles at the rate set by the Internal Revenue Service, effective on the first of the month following adjustment of the rate by the IRS. For attendance at required and approved meetings outside the District, necessary meals by the

employee shall be reimbursed up to Five Dollars (\$5.00) for breakfast, Ten Dollars (\$10.00) for lunch, and Fifteen Dollars (\$15.00) for dinner.

14.03 HOLIDAYS

A. Twelve (12) month employees:

New Year's Day
Martin Luther King Day
Presidents' Day
Fair Day (Friday of Fair Week)
Good Friday
Labor Day
July 4th
Memorial Day
Veterans' Day (usually Compensatory Time Day)
Thanksgiving Day
Friday After Thanksgiving Day
Work Day Before Christmas Day
Christmas Day

B. Bus drivers, cafeteria personnel, aides, attendance/security officer:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Labor Day
Memorial Day
Veterans' Day (usually compensatory time day) (beginning in the 1999-2000 school year).
Thanksgiving Day
Friday After Thanksgiving Day
Christmas Day

C. School clerical personnel including computer coordinator:

New Year's Day
Martin Luther King Day
Presidents' Day
Fair Day (Friday of Fair Week)
Good Friday
Labor Day

Memorial Day
Veterans' Day (usually compensatory time day)
Thanksgiving Day
Friday After Thanksgiving Day
Christmas Day

14.04 PAID VACATION

Vacation Schedules for all full-time classified eleven (11) and twelve (12) month employees shall be as follows, based on the employee's anniversary date:

- A. After service of one (1) year, but less than five (5) years -- two (2) calendar weeks, excluding legal holidays.
- B. After service of five (5) years, but less than twelve (12) years -- three (3) calendar weeks, excluding legal holidays.
- C. After twelve (12) years, but less than twenty (20) years -- four (4) calendar weeks.
- D. After twenty (20) years -- five (5) calendar weeks, excluding legal holidays.
- E. Any employee who changes from a nine (9) month employee to an eleven (11) or twelve (12) month employee shall receive vacation with each year of service as a nine (9) month employee equal to seventy-five percent (75%) of a year.
- F. No more than twenty percent (20%) of the total number of employees in the maintenance department may be scheduled for, or be off for, vacation at the same time.

14.05 LIFE INSURANCE

The Board will pay the full cost of group term life insurance coverage of Thirty Thousand Dollars (\$30,000.00) for each employee. In addition, the Employer will make available term life insurance which may be purchased by employees. Employees may purchase this insurance in Five Thousand Dollar (\$5,000.00) increments not to exceed the amount provided by the Board. The cost of this additional life insurance shall be deducted from the employee's paycheck through payroll deduction. In order for members of the bargaining unit to purchase this additional life insurance, thirty percent (30%) of the bargaining

unit members must participate in this option. Employees may sign up for this additional insurance and can only add to the amount purchased during the first two (2) weeks of May each year. An employee can terminate participation in this program at any time.

14.06 HEALTH INSURANCE

A. The Board shall offer a health benefits plan. Each covered employee's share of the cost of the premium for this coverage shall be:

	<u>Single Coverage</u>	<u>Family Coverage</u>
Effective January 1, 2013	13% of prem. up to \$110/mo.	13% of prem. up to \$250/mo.
Effective July 1, 2014	13% of prem. up to \$ 121/mo.	13% of prem. up to \$ 275/mo.

Plan terms will be changed as soon as possible, but not sooner than 60 days after ratification of this Agreement by the union and adoption by the Board.

Notwithstanding anything to the contrary in this Agreement, the Board shall comply with the Patient Protection and Affordable Care Act provisions that are effective January 1, 2014. The parties acknowledge that those regulations have not been fully finalized, and the parties agree that the Board in its sole discretion may adjust its enrollment, administrative period, look-back period and similar rules/provisions in light of changes in the Treasury regulations and experience.

2/1/14

	Option 1
Ann. Deductible (Single/Family) Network	\$250/\$500
Non-Network	\$500/\$1,000
Co-Ins. % (Single/Family) Network	90%
Non-Network	70%
Out-of-Pocket Max. (Single/Family)	

Network	\$750/\$1,500
Non-Network	\$1,500/\$3,000
Off. Visit Co-pay (Prim. Care/Spec.)	\$25/\$25
Urgent Care Co-pay (Network only)	\$50
Em. Rm. Co-pay Network	\$100
Non-Network	
Rx. Co-pay Rx	\$10/\$20/\$30
MOD	\$20/\$40/\$60

The Board of Education agrees to provide the present dental plan in effect in the District, with the Board paying one hundred percent (100%) of the premium, with the following changes: the dollar cap on orthodontia is increased from \$750 to \$1,000, and the general dollar cap is raised from \$750 to \$1,000.

Effective January 1, 2016, the health insurance benefits above shall be replaced with the following:

1. A High Deductible Plan with a \$2600 individual, \$5200 family deductible annually.
2. The medical and prescription drug plan will be the same as the plan set forth in the Health Benefit Summary Plan Description revised 2/1/14, except as follows:
 - a. Co-pays and co-insurance for services, products, and drugs are eliminated.
 - b. The annual deductible for all covered benefits will be \$2,600 for individual coverage³ and \$5200 for family coverage (subject to limitations and conditions of applicable IRS laws and regulations).
3. Creation of individual employee Health Savings Accounts.
 - a. During calendar years 2016 and 2017, the Board shall contribute to each HSA a total of \$2,036 for employees with individual coverage and \$3,979 for employees with spouse or family coverage. If spouses both are employed by the Board, the Board shall contribute a total of \$3,979 to the HSA. Employees eligible for coverage whose initial employment occurs after January 1 of a calendar year shall receive a pro rata amount of Board contribution to his/her

HSA. Board HSA contributions shall be made in installments, half on the first banking day of the calendar year and the remainder in July.

- b. If payments remain status quo on December 31, 2017, they shall terminate on 11:59 p.m. on that date.
 - B. Regular employees (not substitutes) working less than twenty-five (25) hours per week, may participate in the group major medical and hospitalization coverage, the employee to bear the full cost.
 - C. Employees on approved leaves of absence may continue group insurance coverage by making timely payment of the monthly premium. The Board, in its sole discretion, may determine the methods and means of providing the insurance benefits provided in this Article. Nothing herein is intended to deprive the employee of any benefit granted by the Family and Medical Leave Act of 1993.
 - D. If an employee is on unpaid status for part of a month, or works less than twenty-five (25) hours per week for part of a month, the Board's share of the premium cost for that month shall be prorated accordingly and adjusted through the deduction the next month.
 - E. The Board shall implement a Section 125 plan to tax shelter the employee's contribution to the cost of health insurance benefits premium. This plan will be a Section 125 Flexible Fringe Benefits Plan effective January 1, 2016.
 - F. The Board's contribution to health insurance for nine (9) or ten (10) month employees who are in paid status less than the full work year for that classification (for example, 7 out of 9 months) shall be prorated over the summer months (June, July, August) based upon the number of contract days the employee was on paid status during the preceding September-May.
- G. Health Insurance Opt-Out
 - 1. Any regular employee of the Board who works more than twenty-five (25) hours per week may elect to opt-out (waive) all of the insurances provided by the Negotiated Agreement. Such waiver may only be elected if the employee provides evidence of adequate coverage elsewhere and submits the proper opt-out form to the District Treasurer's office prior to the calendar year the employee wishes to opt-out.

2. Any employee who makes such election and opts out of *all* Board provided insurances shall receive a payment of One Thousand Five-Hundred Dollars (\$ 1,500.00) per year payable by separate check no later than February 15 following the end of the coverage year. Any employee may also elect to opt-out (waive) any one or more of the Board provided insurances. However, such employee shall not be eligible for any compensation. Any employee who has a spouse working in the district who is on district health insurance is not eligible for any compensation under this section.

3. Life insurance shall be excluded from this opt-out provision.

4. If an employee decides to take the health insurance, after previously opting out of the plan, the employee must wait until the regular enrollment period in order to receive health insurance benefits. Exceptions shall be made as defined in accordance with the plan documents.

ARTICLE FIFTEEN -- GRIEVANCE PROCEDURE

15.01 DEFINITIONS

- A. "Days" shall mean calendar days except for Saturdays, Sundays and paid holidays, unless specified differently.
- B. "Grievance" shall mean a claim by an employee(s) that there has been a violation, misinterpretation, or misapplication of this Contract between the Union and Board. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance, for it is intended that it shall be submitted to this grievance procedure.
- C. "Grievant" shall mean an employee(s) initiating a claim as defined in Article 15.01(B). (Where more than one (1) person is a grievant, each shall sign the grievance. Such a grievance shall be processed by the chairperson of the grievance committee of the Union identified as the collective grievant.)
- D. "Immediate supervisor" shall mean that Administrator having immediate supervisory responsibility over the grievant.

15.02 RIGHTS OF THE GRIEVANT AND THE UNION

- A. A grievant may at his sole discretion be accompanied at all steps of the grievance procedure by a representative of the Union.

- B. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and proceed as expeditiously as possible.

15.03 TIME LIMITS

- A. The number of days indicated at each step in the procedure shall be the maximum.
- B. If the grievant does not present a grievance within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any step of these procedures to communicate the decision of a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- F. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
- G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the work day, unless the parties otherwise agree.

15.04 GRIEVANCE PROCEDURE

A. INFORMAL PROCEDURE

A grievance, except as indicated above in Section 15.02(B), shall first be presented to the immediate supervisor in an attempt to resolve the problem.

B. FORMAL PROCEDURE

STEP I

If the grievance is not resolved within five (5) days of the informal claim it may be pursued further by submitting a completed grievance report form, Step I, in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of the receipt of the grievance report form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within three (3) days after such meeting by completing Step I of the grievance report form and returning a copy to the grievant and the Superintendent or his/her designee.

STEP II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete grievance report form, Step II, and submit same to the Superintendent or his/her designee who shall within ten (10) days meet with the grievant. Within three (3) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the Union, and the immediate supervisor.

STEP III

If the Union is dissatisfied with the Superintendent's response, or if the Superintendent does not respond within the allotted time, the Union may request arbitration. The Union's request for arbitration shall be mailed by certified mail within ten (10) days of the Superintendent's response or the expiration of the time allotted for the Superintendent to respond (in the latter case, if he did not respond by the end of the allotted time). The local Union President, the Union field representative, or a statewide Union official may issue the request for arbitration by certified mail. Within forty (40) calendar days of the Union's mailing of its request for arbitration, the Union shall mail a request for a list of seven Arbitrators to the American Arbitration Association, with a copy to the Superintendent. The Arbitrator shall be selected by the alternate strike method, and both parties shall have the right to request another list of seven Arbitrators. The toss of a coin shall determine who strikes first.

- C. Once the Arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be

in writing and a copy sent to all parties present at the hearing. The decision of the Arbitrator shall be binding on all parties thereto.

- D. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The Arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, not limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law. However, the Board must comply with the specific terms of this Agreement.

- E. The costs of arbitration shall be shared one-half (1/2) by the loser and one-half (1/2) by the winner.

15.05 MISCELLANEOUS

Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

15.06 EXCLUSIVE REMEDY

This grievance and arbitration procedure is the exclusive remedy.

ARTICLE SIXTEEN -- GENERAL PROVISIONS

16.01 EQUAL EMPLOYMENT OPPORTUNITY

Neither the Union nor the Board shall discriminate against any employee on account of race, color, religion, sex, national origin, or membership or non-membership in the Union.

16.02 BULLETIN BOARDS

- A. The Union may use designated space on a mutually agreed upon bulletin board in each elementary building, on at least two (2) bulletin boards in the middle school and high school, and on a bulletin board in the administrative building and the bus garage.
- B. The Union may use intra-District mail service to distribute notices to be posted under paragraph (A) above.

16.03 SUPERVISION

Building principals have the responsibility for their assigned building and all changes, directions, and instructions shall come through the building principal or his/her designee, or from any person to whom said principal is responsible.

16.04 CONFLICT WITH LAW

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms, and conditions of employment of employees and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement. All other provisions of this Agreement shall remain in full force and effect.

16.05 WAIVER OF NEGOTIATIONS

The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any negotiable matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union voluntarily waive during the life of this Agreement said right, except as specifically and expressly provided in this Agreement.

16.06 DISTRIBUTION OF THE AGREEMENT

Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. An additional forty (40) copies shall be

available if needed by the President of Local #132 during the duration of this Contract.

16.07 ASSIGNMENT OF WORK

No supervisory or managerial employees, substitute, temporary, casual or seasonal employees, or others outside the bargaining unit may be used to eliminate an employee's job or to reduce the regular work hours of an employee. Subject to the preceding sentence, the Board may use managerial or supervisory employees, substitute, temporary, casual, or seasonal employees, or others outside of the bargaining unit, to perform bargaining unit work as they have done in the past, for temporary or seasonal work, for purposes of training, experimentation, inspection, or quality control, to perform work on a more cost-efficient basis, or in situations in which a qualified bargaining unit employee is not readily available.

16.08 LABOR-MANAGEMENT MEETINGS

The Superintendent and designees shall meet at least once per semester with up to three (3) OAPSE members to discuss issues affecting classified employees. There shall be no collective bargaining in such meetings. Union members shall be considered in paid status only if substitutes or overtime payments do not result from those members' attendance.

16.09 SUCCESSOR CLAUSE

At least forty-five (45) calendar days before the effective date of a territory transfer or merger of a School District to or into Cambridge City School District which would involve the acquisition of additional classified employees from the other District OAPSE shall be notified of the expected territory transfer or merger.

16.10 SCHOOL CALENDAR

The Board of Education shall consult with a committee of two (2) classified employees in the formation phase of the annual school calendar.

ARTICLE SEVENTEEN -- DURATION

17.01 ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties.

17.02 DURATION

This Agreement shall be effective on July 1, 2015. All provisions shall be effective through June 30, 2017. This Agreement shall be renewed automatically from year to year thereafter if timely notice is not given to begin bargaining in accordance with Article Four.

Signed this 12th day of October, 2015.

FOR THE UNION:

Michael R. Douglas
Dawn A. Pollock

FOR THE BOARD OF EDUCATION:

[Signature]
[Signature]

**R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT**

The Cambridge City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and OAPSE/AFSCME Local 4/AFL-CIO and its Local #132, effective from July 1, 2015 through June 30, 2017; provided, however, with respect to the 2015-16 school year that the undersigned school district officials are able to execute a certificate pursuant to R.C. 5705.412 for the 2015-16 school year, and with respect to the 2016-17 school year that the undersigned school district officials are able to execute a certificate pursuant to R.C. 5705.412 for the 2016-17 school year.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Treasurer



Superintendent



Board President

10-12, 2015

Cambridge City Schools
Classified Salary Schedule
Effective 7/1/2015

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20	Step 25
Bus Drivers	\$11.20	\$12.05	\$13.75	\$13.85	\$13.95	\$14.05	\$14.45	\$14.85	\$15.25	\$15.51
Van Driver	\$10.60	\$11.45	\$13.15	\$13.25	\$13.35	\$13.45	\$13.85	\$14.25	\$14.65	\$14.91
Mechanic I	\$11.48	\$12.33	\$14.03	\$14.13	\$14.23	\$14.33	\$14.73	\$15.13	\$15.53	\$15.69
Mechanic II	\$11.73	\$12.58	\$14.28	\$14.38	\$14.48	\$14.58	\$14.98	\$15.38	\$15.78	\$15.94
Head Mechanic	\$12.04	\$12.89	\$14.59	\$14.69	\$14.79	\$14.89	\$15.29	\$15.69	\$16.09	\$16.25
Maintenance Class I	\$11.48	\$12.33	\$14.03	\$14.13	\$14.23	\$14.33	\$14.73	\$15.13	\$15.53	\$15.69
Maintenance Class II	\$11.73	\$12.58	\$14.28	\$14.38	\$14.48	\$14.58	\$14.98	\$15.38	\$15.78	\$15.94
Maintenance Foreman	\$12.81	\$13.66	\$15.36	\$15.46	\$15.56	\$15.66	\$16.06	\$16.46	\$16.86	\$17.02
Day Custodian	\$11.30	\$12.15	\$13.85	\$13.95	\$14.05	\$14.15	\$14.55	\$14.95	\$15.35	\$15.51
Night Custodian (2nd Shift)	\$11.51	\$12.36	\$14.06	\$14.16	\$14.26	\$14.36	\$14.76	\$15.16	\$15.56	\$15.72
Custodian Third Shift	\$11.58	\$12.43	\$14.13	\$14.23	\$14.33	\$14.43	\$14.83	\$15.23	\$15.63	\$15.79
Groundskeeper/Custodian	\$11.46	\$12.31	\$14.01	\$14.11	\$14.21	\$14.31	\$14.71	\$15.11	\$15.51	\$15.67
Cook-Manager	\$10.71	\$11.56	\$13.26	\$13.36	\$13.46	\$13.56	\$13.96	\$14.36	\$14.76	\$15.02
Regular Cook	\$10.40	\$11.25	\$12.95	\$13.05	\$13.15	\$13.25	\$13.65	\$14.05	\$14.45	\$14.71
Administrative Secretary	\$11.11	\$11.96	\$13.66	\$13.76	\$13.86	\$13.96	\$14.36	\$14.76	\$15.16	\$15.42
Secretaries	\$10.91	\$11.76	\$13.46	\$13.56	\$13.66	\$13.76	\$14.16	\$14.56	\$14.96	\$15.22
Aides	\$10.74	\$11.59	\$13.29	\$13.39	\$13.49	\$13.59	\$13.99	\$14.39	\$14.79	\$15.05

Cambridge City Schools
Classified Salary Schedule
Effective 7/1/2016

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20	Step 25
Bus Drivers	\$11.47	\$12.32	\$14.02	\$14.12	\$14.22	\$14.32	\$14.72	\$15.12	\$15.52	\$15.78
Van Driver	\$10.87	\$11.72	\$13.42	\$13.52	\$13.62	\$13.72	\$14.12	\$14.52	\$14.92	\$15.18
Mechanic I	\$11.75	\$12.60	\$14.30	\$14.40	\$14.50	\$14.60	\$15.00	\$15.40	\$15.80	\$15.96
Mechanic II	\$12.00	\$12.85	\$14.55	\$14.65	\$14.75	\$14.85	\$15.25	\$15.65	\$16.05	\$16.21
Head Mechanic	\$12.31	\$13.16	\$14.86	\$14.96	\$15.06	\$15.16	\$15.56	\$15.96	\$16.36	\$16.52
Maintenance Class I	\$11.75	\$12.60	\$14.30	\$14.40	\$14.50	\$14.60	\$15.00	\$15.40	\$15.80	\$15.96
Maintenance Class II	\$12.00	\$12.85	\$14.55	\$14.65	\$14.75	\$14.85	\$15.25	\$15.65	\$16.05	\$16.21
Maintenance Foreman	\$13.08	\$13.93	\$15.63	\$15.73	\$15.83	\$15.93	\$16.33	\$16.73	\$17.13	\$17.29
Day Custodian	\$11.57	\$12.42	\$14.12	\$14.22	\$14.32	\$14.42	\$14.82	\$15.22	\$15.62	\$15.78
Night Custodian (2nd Shift)	\$11.78	\$12.63	\$14.33	\$14.43	\$14.53	\$14.63	\$15.03	\$15.43	\$15.83	\$15.99
Custodian Third Shift	\$11.85	\$12.70	\$14.40	\$14.50	\$14.60	\$14.70	\$15.10	\$15.50	\$15.90	\$16.06
Groundskeeper/Custodian	\$11.73	\$12.58	\$14.28	\$14.38	\$14.48	\$14.58	\$14.98	\$15.38	\$15.78	\$15.94
Cook-Manager	\$10.98	\$11.83	\$13.53	\$13.63	\$13.73	\$13.83	\$14.23	\$14.63	\$15.03	\$15.29
Regular Cook	\$10.67	\$11.52	\$13.22	\$13.32	\$13.42	\$13.52	\$13.92	\$14.32	\$14.72	\$14.98
Administrative Secretary	\$11.38	\$12.23	\$13.93	\$14.03	\$14.13	\$14.23	\$14.63	\$15.03	\$15.43	\$15.69
Secretaries	\$11.18	\$12.03	\$13.73	\$13.83	\$13.93	\$14.03	\$14.43	\$14.83	\$15.23	\$15.49
Aides	\$11.01	\$11.86	\$13.56	\$13.66	\$13.76	\$13.86	\$14.26	\$14.66	\$15.06	\$15.32

