



MASTER CONTRACT

Between the

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0936-02
K32810

T. BERNARD-ELMWOOD PLACE BOARD OF EDUCATION
Of the
ST. BERNARD-ELMWOOD CITY SCHOOL DISTRICT

HAMILTON COUNTY, OHIO

And the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AFSCME/AFL-CIO
AND ITS
LOCAL #622

Effective

7/1/15 – 6/30/18

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ARTICLE 1 – TERM

Section 1 This contract is effective for the period commencing July 1, 2015 through June 30, 2018.

ARTICLE 2 – RECOGNITION

Section 1 The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all employees now employed or to be employed in the hereafter described bargaining unit for the duration of this contract.

Section 2 The bargaining unit is defined as all full-time and regularly employed short-hour employees who work in the following positions and classifications which are regularly assigned a work schedule:

- A. Paraprofessionals
- B. Food Service
- C. Custodial
- D. Maintenance
- E. Secretarial
- F. Transportation/Facilities Personnel

The following positions are specifically excluded from the bargaining unit:

- A. All supervisory employees
- B. Executive Secretaries in Central Office
- C. Treasurer
- D. Assistants to the Treasurer
- E. All substitute employees

Section 3 The Board agrees to supply the following to the Union:

- A. At least one (1) bulletin board shall be provided in each building or facility to which bargaining unit members may be assigned. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin board space. In general, notices, etc. will be posted on the designated bulletin board, but if necessary may be posted in daily bulletins, or sign in areas in each building.
- B. One copy of the Board Minutes will be sent to the president.
- C. Reasonable use of all facilities and copy machines.

- D. An electronic copy of the Master Contract in pdf format shall be provided to the Union President for distribution to all bargaining unit members.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union recognizes the Board as the locally elected body charged with the establishment of the policy for public education in the St. Bernard-Elmwood Place City School District and as the employer of all personnel of the District. The Union further recognizes that the Board shall have the sole responsibility for the management and control of all the public schools of whatever name or character in the District, and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided by Section 3313.20 and 3313.47 of the Ohio Revised Code. The Union further recognizes that the Board has the exclusive authority in all matters concerning supervision, evaluation, suspension, discipline, demotion, layoff, transfer and/or assignment, termination, and hiring of all members of the bargaining unit except as limited by the specific provisions of this contract.

ARTICLE 4 – PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 1 Negotiating Meetings. The Board, or the designated St. Bernard-Elmwood Place School employee representative of the Board, will meet with the representative of the Union for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will be limited to five (5) persons each. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the Union and the adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

Section 2 Submission of Issues. The parties shall exchange written proposals at the first meeting. No additional issues shall be submitted by either party following the first meeting unless agreed by both parties.

Section 3 Request for Meeting. Upon receipt of a written request for a meeting either party shall have eight (8) school days to reply to a request. A meeting date shall be agreed to within fifteen (15) school days of such request. Such request shall be made in accordance with Article 35 (Reopener) of this contract and shall be in the form required by 4117, Ohio Revised Code.

Section 4 Negotiations Procedures. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at the

onset of the beginning of each session. All meetings shall be held in private session.

Section 5 Caucus. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus in privacy.

Section 6 Progress Reports. During negotiations, interim reports may be made to the Union by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

Section 7 News Releases. News releases, either during negotiations or at the conclusion of the negotiations, shall be made only by mutual agreement as to when and content to release.

Section 8 Item Agreement. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

Section 9 Agreement. 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. Following adoption by both parties, the agreement shall be binding upon both parties according to its effective date and subject to the limitations of law. Said agreement shall be signed by the Board's representatives and by the Union's representatives.

Section 10 Intent to Recommend. Prior to the negotiated agreement being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

Section 11 Three (3) bargaining unit members designated by the Union shall be provided release time to be present in the Union's behalf at an impasse hearing.

ARTICLE 5 – IMPASSE PROCEDURES

In the event agreement cannot be obtained on all issues being negotiated, either party may declare impasse on all issues being negotiated, except the parties may mutually agree to withdraw any negotiation issues and submit them to the ratification procedure set forth in this contract. If an impasse is declared, the party declaring impasse shall contact the Federal Mediation and Conciliation

Service and request the appointment of a mediator. The parties shall meet with the mediator in an effort to reach an agreement.

In the event the impasse procedure described above has been fully completed and no agreement has been reached between the parties and the Union has given the statutory notice to strike required by Chapter 4117 of the Ohio Revised Code, then, in that event, the Union shall have the right to strike on those issues being negotiated and the Board shall have the right to exercise its legal rights.

It is agreed that this impasse procedure supersedes and replaces the impasse procedure contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 6 – REDUCTION IN FORCE

When layoff becomes necessary in a job classification due to abolishment of positions, reduction in federal, state or local funds or lack of work, the following procedure shall govern such layoff.

- A. The number of people affected by reduction in force will be kept to a minimum by not employing replacement insofar as practical of employees who resign, retire, or otherwise vacate a position.
- B. Whenever it becomes necessary to layoff employees by reasons stated above, affected employees shall be laid off according to seniority within the school district, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board computed from the latest date of appointment. Authorized leaves of absence due to illness or injury, constitute a year of service for seniority purposes.
- C. The following classifications shall be used for the purpose of defining classification in the event of layoff:
 - 1. Paraprofessionals
 - 2. Food Service
 - 3. Custodial
 - 4. Maintenance
 - 5. Secretarial
 - 6. Transportation/Facilities Personnel
- D. The Board will determine in which classifications the layoff shall occur and the number of employees to be laid off.
- E. Fifteen (15) calendar days prior to the effective date of layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates, and classifications, and indicate which employees are to be laid off. The Union and each employee to be

laid off shall be given advance written notice ten (10) work days prior to layoff. Each notice of layoff shall state the following:

1. Reasons for the layoff or reduction;
2. The effective date of layoff, and;
3. A copy of the layoff and recall provisions of this contract.

F. For the classification in which layoffs occur, the Board shall prepare a reinstatement list, and the name of all employees who have been suspended shall be placed on a reinstatement list in the reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification.

G. Vacancies, which occur in the classification of layoff, shall be offered to, in writing, to the employee and accepted within fourteen (14) days of receipt of notice by the employee standing highest on the layoff list.

Any employee who declines reinstatement or fails to respond within fourteen (14) days of receipt of notice of recall shall be removed from the reinstatement list.

H. The notice of recall shall be made by certified mail to the last address on file with the Superintendent. If the notice is refused, unclaimed or not deliverable, the employee will be deemed to have declined reinstatement fourteen (14) days after postal delivery by certified mail was attempted.

I. The employee's name shall remain on the recall list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.

J. At the request of the Union President, the Union President shall be provided with a current seniority list of all employees in the bargaining unit by classification. The classifications shall be:

- | | |
|----------------------|---|
| 1. Paraprofessionals | 4. Maintenance |
| 2. Food Service | 5. Secretarial |
| 3. Custodial | 6. Transportation/Facilities
Personnel |

The seniority list will delineate both the system and classification seniority dates of each bargaining unit employee.

K. If two (2) or more employees have identical seniority dates, the date and time of acceptance of offer of employment shall be used in determining order of seniority. If a tie still exists, the last four digits of the employee's

social security numbers shall be used to determine seniority, with the lowest four digits being the most senior.

- L. An employee who has been laid off and is on the recall list shall not earn service credit for placement on the salary schedule for the period of time he/she is laid off.

The provisions of this article are intended to supersede the provisions in Ohio Revised Code 3319.081.

ARTICLE 7 – SICK LEAVE

A. Annual Allowance

1. Members of the bargaining unit shall earn sick leave on the following basis: one and one-quarter (1 ¼) days for each completed month of service, to a maximum of fifteen (15) days for each completed year of service.
2. If needed, a member shall be advanced five (5) days of sick leave at the start of each school year. Such advancement shall be deducted from the monthly accumulation of that member until the advancement is repaid in full. If the advancement is not repaid in full within the contract year in which it is advanced, the employee will be docked for any days not repaid on the final paycheck for said contract year.
3. Pursuant to the Ohio Revised Code (3319.141), a member reemployed by the Board who, since leaving the employ of this Board has been continuously employed by other boards of education of this state or a county of municipal government(s) in Ohio, or a new employee who has been employed by another public entity, will receive full credit for sick leave accumulated to a total equal to the maximum allowed the members at the time of that member's reemployment by the Board.

B. Accumulation of Sick Leave

The maximum number of sick leave days accumulated shall be 215 days or equal to the length of the employee's contract year, whichever is greater.

C. Approved Use of Sick Leave Days

1. Upon approval of the responsible administrative officials, sick leave may be used by all members for the following:
 - (a) Personal illness

- (b) Personal Injury
- (c) Exposure to contagious disease
- (d) Illness or injury due to Pregnancy

- 2. Members are to notify the designated person of their use of sick leave as soon as possible.

D. Illness/Injury/Death in the Immediate Family

Immediate family shall be defined as follows if sick days are to be used for illness, injury or death in the immediate family:

Mother, father, grandmother, grandfather, sister, brother, husband, wife, child, grandchildren, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunts, uncles, nieces, nephews, or anyone who has virtually held the position of parent, cousins or persons permanently residing in the employee's household.

An employee requesting sick leave shall furnish a written signed statement on a form prescribed by the Board to justify his/her use of sick leave. After five (5) consecutive days of sick leave, the Board may require the employee to provide a written statement from his/her physician indicating the nature of his/her illness and the fact that he/she was unable to perform his/her contractual duties on the day the sick leave was requested. In such event, the Board shall pay the full cost for the written statement.

In the event an employee claims a need to be on sick leave for more than ten (10) days during the year, the Board shall have the right to require the employee to submit to a medical examination by a physician of the Board's choice. In such event, the Board shall pay the full cost of the examination.

ARTICLE 8 – SEVERANCE PAY UPON RETIREMENT

(For purpose of this section, retirement is defined as service or disability retirement under the provisions of Ohio Revised Code, Chapter 3309.)

An employee who resigns his/her employment with the Board of Education for the purpose of retirement and meets all of the following requirements as of his/her last workday shall be eligible for severance pay:

- A. Retirement (disability or service) from active service with the public school of Ohio.

- B. At the time of retirement, the employee with ten – nineteen (10-19) years of service with the St. Bernard-Elmwood Place City School District Board of Education must:
- Be eligible to participate in and receive benefits from the School Employees Retirement System beginning the first day after his/her last day of employment with the Board.
 - Receive his/her first check from the School Employees Retirement System within one hundred twenty (120) days of his/her last workday with the St. Bernard-Elmwood Place City School District Board of Education.
- C. At the time of retirement/resignation, the employee with twenty (20) or more years of service with the St. Bernard-Elmwood Place City School District Board of Education does not meet the criteria outlined above in B.
- D. An early retirement incentive buyout offered to the teachers association will also be offered to OAPSE bargaining unit.
- E. Employees who serve at least ten (10) years but less than twenty (20) years in the District shall receive one-fourth (1/4) of their total accumulated sick leave balance, not to exceed 53.75 days if they are nine and ten month employees, while all other employees shall receive ¼ of their accumulated but unused sick leave balance, plus ten (10) days additional bonus.
- F. Employees who serve at least twenty (20) years in the District but less than thirty (30) years in the District will receive one-fourth (1/4) of their total accumulated sick leave balance, plus twenty (20) days additional bonus.
- G. Employees who serve thirty (30) years or more in the District will receive one-fourth (1/4) of their total accumulated sick leave balance, plus thirty (30) days additional bonus.

ARTICLE 9 – GRIEVANCE PROCEDURE

Definition

A grievance is defined as a claim of an alleged violation, misinterpretation, or misapplication of any provision of this contract.

Step One

No later than fifteen (15) calendar days after the occurrence of the alleged violation giving rise to the grievance, the grievant shall submit to his/her immediate supervisor a completed and signed Step One grievance. A copy of

the completed form shall be given to the grievant and to the Union. If said grievance is not filed within fifteen (15) calendar days after the occurrence of the violation giving rise to the grievance, said grievance shall be waived. This waiver shall prevent this grievant from filing a grievance at a later date on the same issue on the basis that there is a continuing violation of the contract. Within seven (7) calendar days of receipt of the written grievance, the administrator shall meet with the grievant and/or his/her Union representative in an effort to resolve the grievance. The administrator shall indicate in writing his/her disposition to the grievant and the Union within seven (7) calendar days after such meeting.

Step Two

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step One, the grievant may appeal in writing to the Superintendent or designee. Failure to file such an appeal within ten (10) calendar days of receipt of the written decision of the administrator at Step One shall be deemed a waiver of the right for the grievant to appeal. Within ten (10) calendar days, the Superintendent or designee shall meet with the grievant and/or Union representative. Within ten (10) calendar days of that meeting, the Superintendent shall indicate in writing his/her disposition of the grievance and forward a copy thereof to the grievant, the Union, and the administrator involved.

Step Three

If the grievant/Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the above stated time limits, the grievant may file a request with the Federal Mediation and Conciliation Service requesting the mediation of the grievance. Failure to appeal the grievance to mediation within ten (10) calendar days of receipt of the written decision of the Superintendent/designee shall be deemed a waiver of the right to appeal the grievance at Step Three or Four of the grievance procedure.

If mediation is requested, the parties shall meet with the federal mediator appointed in an effort to resolve the grievance.

Step Four

If the grievance cannot be resolved through mediation, the grievant shall have ten (10) calendar days from the date of the last meeting between the parties and the mediator to file a written appeal to Step Four of the grievance procedure. Failure to appeal the grievance at Step Four within ten (10) calendar days shall be deemed a waiver of the right to appeal the grievance at Step Four of the grievance procedure; the Board of Education shall hear the grievance at its next regular Board meeting occurring more than ten (10) calendar days after the receipt of the notice of appeal. The Board shall provide the grievant with its decision in writing not later than fourteen (14) calendar days after the hearing.

If the Union decides that the matter cannot be resolved utilizing the grievance procedure, the dispute may be appealed to the Court of Common Pleas.

Miscellaneous

The grievance may be represented by a Union representative at any level of the grievance procedure.

If a grievance involves employees with different supervisors, the grievance may be filed at Step Two as a group grievance.

Time limits in any grievance may be extended upon the mutual consent of the parties.

- A. A grievance may be withdrawn at any step without prejudice or record.
- B. No reprisal(s) of any kind shall be taken by or against any party(ies) in interest, any participant(s) in the grievance procedure, or any member(s) by reason of such participation.
- C. Should a hearing scheduled at Step Three or Step Four require the grievant(s) to be released from his/her/their regular assignments, he/she/they shall be released without loss of pay.
- D. All documents, communications, and records dealing with the processing of each grievance shall be filed in a confidential file separately from the personnel files of the participants.

ARTICLE 10 – EMPLOYMENT AND TERMINATION OF EMPLOYMENT

Upon the hiring of any new employee in the OAPSE bargaining unit the board shall furnish the president with the employee's name, address, phone number, job assignment, building location and step. This information shall be supplied to the President with 10 working days.

New employees will serve a twenty-four (24) month probationary period. If the Board elects to retain a probationary employee, the employee will be offered continuing employment. A probationary employee may be discharged by the Board at any time during his/her probationary period, and the remaining provisions of this article shall not apply to that discharge. This discharge is not subject to the provisions of the grievance procedure.

The Board of Education may suspend or terminate an employee who has completed his/her probationary period for violation of written rules and regulations as set forth by the Board of Education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination,

discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

Prior to suspending an employee for more than three (3) days or terminating an employee's contract, the Board shall provide the employee with written notice advising the employee of the reason the Board intends to consider a termination and/or a suspension of more than three (3) days. If requested by the employee, the Board shall meet with the employee in executive session and permit him/her to address the Board as to why his/her employment shall not be suspended and/or terminated. The employee may bring a union representative with him/her to the meeting.

If the Board of Education takes action to suspend an employee for more than three (3) days or terminate the employment of an employee who has completed his/her probationary period, the employee shall have the right to file an action in the Court of Common Pleas challenging the decision of the Board of Education. This appeal must be filed within ten (10) days of the Board's decision to terminate and/or suspend for more than three (3) days the employment of the employee.

ARTICLE 11 – EMERGENCY LEAVE POLICY

Upon application to the Superintendent, emergency leave days shall be granted in any school year for personal business that cannot be carried out other than on a regular workday.

To obtain these days without loss of pay, approval must be obtained before the absence occurs when possible.

These restricted emergency leave days shall be available to all classified personnel in the school district.

Emergency leave days shall not be used immediately preceding or immediately following a vacation or a holiday unless advantageous to the school district. Any days used between May 1 and the last day of school are subject to Superintendent's approval.

In addition, if any one of the three or four emergency days is used prior to or after a holiday, that day would be without pay.

Emergency leave is not to be considered as vacation time, but is for emergency and items listed in this article. Therefore, employees are expected to use the days judiciously. The filing of a false statement by an employee shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.

Each classified employee may be granted three (3) days of emergency leave per contract year, with full pay, for reasons that are not covered by sick leave, but that are listed in this article. Any accumulated but unused personal leave shall convert to sick leave at the end of the contract year (defined as July 1 through June 30). Such emergency leave is not charged against the employee's sick leave. (Requests need to be listed as personal business, in reference to reasons below.)

The Superintendent shall approve request for the following purposes:

- A. Religious holidays
- B. Graduation ceremonies for immediate family (as defined in Article 7)
- C. Anniversaries, reunions, weddings and wedding arrangements
- D. Honeymoon
- E. Illness or death beyond sick leave restrictions
- F. Travel difficulties with written satisfactory explanation
- G. Visiting an institutionally confined relative or personal friend
- H. Moving and/or visiting for possible relocation with written satisfactory explanation
- I. School or college visitations for immediate family members (as defined in Article 7) who are considering the school for enrollment purposes and are not currently enrolled in that school.
- J. Attend school, church, or community related programs and contests in which a member of the immediate family (as defined in Article 7) is participating
- K. Attend important events (if the event is made known and approved by the superintendent)
- L. Emergency home repairs
- M. Educational advancement activities with written satisfactory explanation
- N. Emergency veterinary services
- O. Court appearances and/or legal matters
- P. Each classified employee may be granted one emergency leave day per year, without pay, upon approval of the Superintendent. In addition, if any one of the three or four emergency days is used prior to or after a holiday, that day would be without pay.

ARTICLE 12 – ASSAULT LEAVE

Pursuant to Section 3319.143 of the Ohio Revised Code, an employee who is physically disabled as a result of a physical assault on him/her while performing duties required by his/her contract and occurring on school premises or during a school-sponsored function and not caused by another employee of the Board, shall be entitled to assault leave. This leave shall not be available to an employee who, without cause, deliberately provoked the assault which is the basis for said leave request. The employee assaulted shall report the incident to the building administrator as soon as possible. When such assault results in

absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to any other leave to a maximum of five (5) days per member each year. In no event shall an employee receive more than his/her daily rate of pay from all sources, including Workers' Compensation, sick leave, and assault leave, which he/she may be eligible to receive.

Medical verification shall be furnished to the Superintendent or his designee for all assault leave requests. The Board shall have the right to require a medical examination by a physician of its choice after the employee has been absent five (5) workdays per occurrence. In such event, the Board shall pay the full cost of examination.

ARTICLE 13 – FAMILY AND MEDICAL LEAVE ACT OF 1993

The Board of Education and the Union agree to abide by the terms and conditions of the Family and Medical Leave Act and the Board and the Union acknowledges that the FMLA applies to some members of the bargaining unit who meet the eligibility requirements.

ARTICLE 14 – PERFECT ATTENDANCE INCENTIVE STIPEND

The Board will provide the following incentives for attendance. The use of sick leave, emergency/personal day, with or without pay, constitutes an absence. There shall be an exclusion for court duty or court ordered subpoena. A member must work the entire school year to be eligible for the stipend. Nine month employees must begin work the first day of school to be eligible for the stipend. Eleven/twelve month employees must begin work July 1 to be eligible for the stipend.

The stipend will be paid on the first pay following the end of the employee's contract year, through regular payroll. This stipend will be issued separately by separate check, and subject to federal, state and city taxes. The stipend shall be as follows:

FOR ALL CLASSIFIED EMPLOYEE:

0 absence	\$300 per year
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The incentive will be reduced by \$50.00 for each ½ day accumulated absences up to a maximum of two (2) days. (The stipend shall be forfeited when accumulated absences total more than two (2) days.)

ARTICLE 15 – PAY PERIODS

The payment of salary to employees in the bargaining unit shall be distributed over twenty-four (24) equal pay periods.

ARTICLE 16 – OVERTIME/EXTRA-TIME/NIGHT DIFFERENTIAL

Employees shall be compensated at the rate of time and one-half for all hours in excess of forty (40) hours per week. Holidays shall count as hours worked for overtime purposes. Emergency, vacation, sick and all nonpaid days shall not count as hours worked for overtime purposes. Employees who are called in to work shall be guaranteed a minimum of one (1) hour's pay.

Employees called in to work on a holiday will be compensated at double time for all hours worked.

Custodians working 50% of their assignment time after 6:00 p.m. shall receive night differential of \$.25 per hour for the days students are in session.

Employees who work less than full-time (40 hours weekly) will be considered in order of seniority for extra time assignments by their supervisors before substitute employees are called.

Employee interest in extra time is to be conveyed to the supervisor and extra time is not to conflict with the regularly scheduled hours of the part-time employee.

ARTICLE 17 – INDIVIDUAL RIGHTS

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

ARTICLE 18 – DUES DEDUCTIONS

Dues deduction authorization will be submitted to the Board Treasurer on individual signed cards by each member on or before September 25, so that dues may be deducted starting with the October payroll. Any employee wishing to join the union after September 25 will have their dues prorated to the number of remaining pay periods. Dues deduction shall be continuous unless revoked between May 1 and May 20 of the last year of the Agreement. To be revoked, authorization must be executed in writing to OAPSE State Treasurer, 6805 Oak Creek Drive, Columbus, Ohio 43229.

Ohio Association of Public School Employees (OAPSE) dues will be deducted starting with the first pay in October and ending with the last pay in July. All dues will be deducted in as nearly equal payments as possible. Once deducted, all monies shall be forwarded to the State Union with a list of all employees. Individuals, employed after October 15, shall have the right to request payroll deductions for Union dues within the first two (2) pay periods of employment.

P.E.O.P.L.E. Deduction

The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in 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.

ARTICLE 19 – VACATIONS

The Board of Education will provide the following vacation schedule for twelve (12) month employees after completion of one (1) or more years of service:

1 through 4 years of service	-	2 weeks
5 through 6 years of service	-	2 weeks and 2 days
7 through 8 years of service	-	2 weeks and 3 days
9 through 11 years of service	-	3 weeks
12 through 15 years of service	-	3 weeks and 3 days
16 through 19 years of service	-	3 weeks and 4 days
20 years or more of service	-	4 weeks

Any twelve (12) month employees with twelve (12) years or more of consecutive service in the district, as of July 1, 2005, would use the following vacation schedule:

12 through 15 years of service	-	3 weeks and 4 days
16 through 19 years of service	-	4 weeks
20 years or more of service	-	4 weeks and 1 day
25 years or more of service	-	4 weeks and 2 days

Any nine (9) month employee changing classification to a twelve (12) month employee will receive one (1) week vacation to be used during their first year of their twelve (12) month position.

Any nine (9) month employee changing classification to a twelve (12) month employee, will receive credit for one-half (1/2) of their accumulated years of district service, not to exceed five (5) years of credit towards their vacation time as a twelve (12) month employee. This shall be retroactive to all current employees.

Employees shall be permitted to carry over five (5) unused but accrued vacation days at the end of each year. This accrual shall not be cumulative.

ARTICLE 20 – HOLIDAYS

The Board of Education will provide the following holidays for all twelve (12) month employees:

Independence Day	Christmas Day
Labor Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Thanksgiving Holiday	Good Friday
Christmas Eve Day	Memorial Day

The Board of Education will provide the following holidays for all nine (9) month employees:

Labor Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Thanksgiving Holiday	Memorial Day
Christmas Day	

Employees must be assigned to work the day immediately before and the day following a holiday to receive pay for the holiday unless on vacation, sick leave or emergency leave.

ARTICLE 21 – PERSONNEL FILE

A personnel file of each employee shall be maintained in central office. Contents of the file are subject to public record laws outline in Ohio Revised Code.

Upon advance written request, an employee shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee. The employee shall have the right to be accompanied by a Union representative. A representative of an employee shall be given access to the file of said employee, upon presentation of written authorization for the employee, including the signature of said employee.

Prior to placing an evaluation and/or derogatory material in an employee's file, the employee shall be given the opportunity to see the material and initial same. Initialing of the material by the employee shall not constitute agreement with the content of said material. If the employee refuses to initial the evaluation of derogatory material, it may be placed in the personnel file without the employee's initials.

Any employee shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.

Any employee shall have the right to obtain a photo static copy of any item in his/her file, upon the payment of the reasonable cost of photocopying said material.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to any employee, pursuant to Chapter 1347 of the Ohio Revised Code.

ARTICLE 22 – FOOD SERVICE EMPLOYEES CLOTHING ALLOWANCE

The Board of Education will provide a clothing allowance of \$85.00 per year for all food service employees required to wear same.

Clothing items for food service employees shall consist of the following:

- White or black cafeteria shoes/safety approved, non-slip, with proper foot attire (socks or hoses)
- White or black dress uniforms
- Black or dark blue skirts
- Black or dark blue slacks
- Colored blouses, smocks, or aprons

NOTE: Employees must wear approved clothing and shoe styles selected as part of daily uniform or dress.

ARTICLE 23 – CUSTODIAL/MAINTENANCE UNIFORMS

Custodial/maintenance will be provided uniforms by the Board and will wear the uniforms while performing their employment duties.

The Board of Education will provide a shoe allowance of up to \$110.00 per year for custodial and maintenance employees toward the purchase of safety shoes. (Styles to be determined by an employee/employer committee decision.)

The Board of Education will provide work boots, clothing and/or coat allowance up to \$110.00 per year to the transportation/facilities employees.

NOTE: Employees must wear approved clothing and shoe styles selected as part of daily uniform dress.

ARTICLE 24 – FIELD TRIPS

- A. Drivers will be permitted to accept extracurricular trips so long as the total of their regular runs plus the extracurricular runs for any one work week does not exceed forty (40) hours. If a driver has driven forty (40) hours in any one week, then the Transportation Supervisor may decline to offer any additional trips that week to the driver who has already driven forty (40) hours per week and may assign said trip to other members of the bargaining unit who have not yet driven forty (40) hours in the week. Once all drivers have driven forty (40) hours or more in a week, or have been given the opportunity to do so, field trips may be assigned to substitutes.

Drivers may choose an extracurricular trip which is in conflict with their regular daily route time. Their regular route time takes precedence over any additional voluntary extracurricular runs. Once a driver has accepted an extracurricular trip assignment, that driver will be expected to fulfill that obligation.

- B. Extracurricular trips shall be compensated at the driver's regular rate of pay, not to exceed Step 15 on the salary schedule.
- C. Drivers scheduled to work on Sundays and holidays will be compensated at double time.
- D. Field trips will be offered in order of seniority rotation.
- E. Summer hours shall be offered to bus drivers in order of seniority.

ARTICLE 25 – DIRECT DEPOSIT

All employees shall be paid by direct deposit unless the employee is unable to secure a bank account.

ARTICLE 26 – BUS ROUTES

The administration agrees that copies of the bus routes, when approved annually by the Board of Education will be mailed to the bus drivers.

ARTICLE 27 – CALAMITY DAYS

In the event the school district is closed due to an epidemic or other public calamity as stated by 3319.081 (G), Ohio Revised Code, employees shall be paid for all hours contracted to work.

Employees working the school year may be required to make up the day without additional compensation if the Board elects to make up the missed school day.

Any employee who is called in to work his/her supervisor and/or administrator on a declared calamity day, will be paid for his/her regular hours for that day in addition to any hours actually worked on the calamity day, at his/her regular rate of pay for a minimum of 1 hour.

ARTICLE 28 – JOB DESCRIPTION/ASSIGNMENTS

- A. The Board shall have the authority to devise and write all job descriptions for each job classification for all classified employees under this agreement. The Union shall be furnished a copy of each job description for each job classification employees are employed in under this agreement.
- B. The assignment and transfer of classified personnel shall be made by the superintendent or designee on the basis of the individual's qualifications, capabilities, and the present needs of the school system. Personnel shall be assigned and transferred, insofar as possible, to positions which they request. It is recognized, however, that the limited size of the school system places restrictions upon the flexibility of positions. While an effort shall be made to accommodate requested assignments, the best interest of the school system must be of primary concern. The superintendent or designee shall assign and transfer according to the needs of the school system.

ARTICLE 29 – POSTING OF VACANCIES

- A. A vacancy shall be defined as a situation in which a position previously held by a member is designated as one to be filled because of said member's resignation, retirement, contract nonrenewal, suspension, termination, or a situation in which a new position is created.
- B. Vacancies will be posted year-round in the Central Office and each school building faculty work room. Copies of the posted vacancies shall be sent to the Association President. All bargaining unit vacancies shall be posted for five (5) week days.
- C. Each position may include information on how to apply, the deadline for submitting application, and special conditions which may apply.
- D. Before the first week of May, the administration shall provide bargaining unit members with a form upon which they can indicate any job openings for which they would like to be considered. These forms must be returned to the administration no later than May 31. The Association President

may review these forms and receive copies if the President requests them.

- E. Summer procedure – Any vacancy which occurs following the last day classified employees are in session and until they return for the following school year, will be filled after notification has been sent to staff members who have expressed interest in a specific vacancy(ies).

- F. Years of Experience:

If an employee transfers to another classification, the employee will be granted service credit for purposes of placement on the salary schedule for the new classification as follows:

- 1) One year for each year the employee has worked at least 120 days as a substitute in the classification or as a regular employee of the classification.
- 2) If an employee does not have any experience in the classification into which the employee is transferring, the employee shall be placed at a step that is not less than their current wage rate of pay.

- G. New hires from outside the district who have experience in a public school system, will be placed on a salary step of no higher than seven (7), within their classification.

- H. New hires from outside the district who have experience, within their classification, in student transportation (requiring a CDL), will be placed on salary schedule no higher than step seven (7).

- I. Members, who prior to beginning summer vacation, have placed on file with the superintendent a written request for classified vacancy information will be notified of such vacancy(ies) with an explanation of position and due date for applying. Said members shall supply the superintendent with a self-addressed, stamp envelope for mailing of such notifications.

ARTICLE 30 – LUNCH PERIOD ASSIGNMENT

All employees working five (5) or more hours per day shall be entitled to an uninterrupted lunch period of thirty (30) minutes per day as assigned.

ARTICLE 31 – LEAVE OF ABSENCE WITHOUT PAY

Upon written request, the Board may grant a leave of absence without pay for a period of not more than two (2) years for educational, professional, or other

purposes, and shall grant such leaves in which illness or other disability is the reason for the request. A request for a leave of absence due to illness or other disability shall include official verification of the illness/disability by a licensed physician. Employees granted such leave shall not accrue seniority during the period of the leave, but shall not lose previously accrued seniority.

Leave, under this provision, will not be granted for vacation purposes.

Any time on unpaid leave shall not count as days worked for salary placement purposes.

Any time on unpaid leave shall count for seniority purposes unless the leave is for illness or injury reasons.

ARTICLE 32 – ATTENDANCE AT PROFESSIONAL MEETINGS

In accordance with Section 3313.20 of the Ohio Revised Code, the St. Bernard-Elmwood Place City Board of Education defines a professional meeting as follows:

"A meeting, conference, seminar, discussion, class or other gathering which an employee attends to improve, educate, advise, or assist the employee so that he/she may become a better and/or more effective employee of the Board of Education."

An employee requesting leave with pay to attend a professional meeting must file a written request with the Superintendent at least three weeks in advance of the meeting indicating the dates of the requested leave, the meeting he/she wishes to attend and the purpose of the meeting. Simultaneously, an itemized listing of anticipated expenses for attendance at said meeting shall be submitted to the Superintendent.

If a leave request is approved, the employee shall be entitled to attend the approved meeting at no loss in pay and will be reimbursed for the approved itemized expenses upon submitting to the Superintendent receipts for each expense approved verifying payment of said expense by the employee.

The Superintendent is authorized to approve or disapprove professional meeting request and the payment of expenses for attendance at same in accordance with this policy.

ARTICLE 33 – PAYROLL DEDUCTION

The following payroll deductions are mandated by law or are negotiated:

- A. Retirement

- B. Federal Tax
- C. State Tax
- D. City Tax(es)
- E. Medicare Tax (Employees hired after April, 1986)
- F. School District Income Tax (applies to employees who live in a school district that has an income tax)
- G. Court Ordered Child Support Payments
- H. Court Ordered Garnishments

The following payroll deductions are permitted and are voluntary:

- A. Tax Sheltered Annuities (from Board approved companies)
- B. Individual Retirement Account (IRA)
- C. Professional Dues
- D. Credit Union
- E. United Way
- F. Supplemental Life Insurance
- G. Purchase of Qualifying Service and Restoration of School Employees Retirement System Credit
- H. P.E.O.P.L.E. Deduction
- I. Conseco Insurance
- J. Ohio Tuition Credit Program
- K. St. Bernard-Elmwood Place Education Foundation

Additional voluntary payroll deductions not listed above must be negotiated.

Tax deductions on lump sum payment for leaves, resignations, retirement, severance pay, etc., shall be calculated by the options available through the Uniform State Payroll System software program.

Changes in payroll deductions, such as changes in number of dependents for income tax purposes, must be made in writing to the office of the Board Treasurer.

ARTICLE 34 – FRINGE BENEFITS AND SALARY

Medical Insurance

The Board, as a member of the Greater Cincinnati Insurance Consortium, shall purchase a plan as selected by the consortium for basic insurance coverage for each classified employee now or hereafter employed and his/her family.

The Board shall pay part of the total premium of this insurance for classified employees based on the following insurance schedule:

<u>Board Paid</u>	<u>Employee Paid</u>
94%	6%

The insurance schedule listed above is for the following classified employees:

- A. Any classified employees that work four (4) or more hours per day during the contract year and were hired prior to June 30, 1988.
- B. Any classified employees who were hired after July 1, 1988, and assigned to work thirty (30) hours or more per week.
- C. Any classified employees hired after July 1, 1991, and assigned to work thirty (30) hours or more per week.

Any employee hired prior to June 30, 1988, and assigned to work less than four (4) hours per day shall receive medical insurance benefits with the Board paying fifty percent (50%) of the premium and the employee fifty percent (50%).

Any employee hired after June 30, 1988, and assigned to work twenty (20) through twenty-nine (29) hours per week shall receive medical insurance benefits with the Board paying sixty percent (60%) of the premium and the employee forty percent (40%).

Any employee hired after July 1, 1988, and assigned to work less than twenty (20) hours per week shall receive no medical insurance coverage.

Any employee hired after July 1, 1991, assigned to work twenty (20) through twenty-nine (29) hours per week shall receive medical insurance coverage benefits with the Board paying fifty percent (50%) of the premium and the employee fifty percent (50%).

Any employee hired after July 1, 1991, and assigned to work less than twenty (20) hours per week shall receive no medical insurance coverage.

The Board will pay a stipend to staff members who drop or change medical insurance coverage.

- A. Any employee who is now or has been eligible for a family plan, but elected not to participate, may be eligible to apply for a stipend of \$100 per month.
- B. Any employee who is now or has been eligible for a family plan, but who elects to change coverage to a single plan, may be eligible to apply for a stipend of \$50 per month.
- C. Any employee who works 20-29 hours and opts not to participate in medical insurance coverage may be eligible for the stipend, prorated to fifty percent (50%) or one-half rate.
- D. These stipends will be paid monthly through regular payroll and will be subject to federal, state and city taxes.

Dental Insurance

The Board, as a member of the Greater Cincinnati Insurance Consortium, shall purchase a plan selected by the consortium for basic insurance coverage for each classified employee now or hereafter employed and his/her family.

The Board will pay ninety-five percent (95%) of the total premium of this insurance for classified employees hired prior to June 30, 1991 with the employees paying the remaining five percent (5%).

Any employee hired after July 1, 1991 and assigned to work thirty (30) hours or more per week shall receive dental benefits, with the Board paying ninety-five percent (95%) of the total premium. Any employee hired after July 1, 1991, assigned to work twenty (20) through twenty-nine (29) hours per week shall receive dental insurance benefits with the Board paying fifty percent (50%) of the premium and the employee fifty percent (50%).

Any employee hired after July 1, 1991, and assigned to work less than twenty (20) hours per week shall receive no dental insurance coverage.

Group Term Life Insurance

The Board, as a member of the Greater Cincinnati Insurance Consortium, shall purchase a term life insurance policy with a face value of twenty-five thousand dollars (\$25,000) for each employee. The Board shall pay one hundred percent (100%) of the total premium of this insurance for classified employees.

Salary Schedule

The salary schedules, attached hereto, shall be effective beginning July 1, 2015, through June 30, 2018.

ARTICLE 35 WAGE SETTLEMENT

There shall be a two percent (2%) salary increase for the 2015-2016 school year, retroactive to July 1, 2015. There shall be a two percent (2%) salary increase for the 2016-2017 school year, effective July 1, 2016. There shall be a reopener on wages and health insurance for the 2017-2018 school year.

ARTICLE 36 - COMPLETE AGREEMENT

This negotiated Contract constitutes the entire agreement between the parties on all issues presented and considered during the negotiation of this negotiated Contract. This Contract replaces and supersedes any and all previously

negotiated contracts, and any and all prior written or verbal agreements or understandings by and between the Association and the Board.

This contract is executed by the parties on the 28th day of Sept., 2015.

ST. BERNARD-ELMWOOD PLACE
CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By Linda K. Redth
President

By Maria A. Wilson
Superintendent

By Emily Hausel
Treasurer

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
CHAPTER 622

By Ronald E. Speer
President

By _____
Negotiating Chairman

By Chris O'Neil

Transportation Salary Schedule			
	EFFECTIVE	EFFECTIVE	EFFECTIVE
STEP	JULY 2014	JULY 2015	JULY 2016
1	13.87	14.15	14.43
2	14.13	14.41	14.70
3	14.38	14.67	14.96
4	14.64	14.93	15.23
5	14.89	15.19	15.49
6	15.15	15.45	15.76
7	15.40	15.71	16.02
8	15.66	15.97	16.29
9	15.91	16.23	16.55
10	16.17	16.49	16.82
13	16.42	16.75	17.09
15	16.78	17.12	17.46
18	17.14	17.48	17.83
20	17.49	17.84	18.20
23	17.70	18.05	18.41
25	17.85	18.21	18.57
28	18.06	18.42	18.79
30	18.21	18.57	18.94

6% Medical

6% Medical

5% Dental

5% Dental

Extracurricular trips are compensated at regular rate of pay not to exceed Step 15.

Contracted days - 190: includes 180 student days, 1 extra workday, and 9 paid holidays

Paraprofessional Salary Schedule			
	EFFECTIVE	EFFECTIVE	EFFECTIVE
STEP	JULY 2014	JULY 2015	JULY 2016
1	11.83	12.07	12.31
2	12.09	12.33	12.58
3	12.34	12.59	12.84
4	12.60	12.85	13.11
5	12.85	13.11	13.37
6	13.11	13.37	13.64
7	13.36	13.63	13.90
8	13.62	13.89	14.17
9	13.87	14.15	14.43
10	14.13	14.41	14.70
13	14.38	14.67	14.96
15	14.74	15.04	15.34
18	15.10	15.40	15.71
20	15.45	15.76	16.08
23	15.66	15.97	16.29
25	15.81	16.13	16.45
28	16.01	16.33	16.66
30	16.17	16.49	16.82

6% Medical

6% Medical

5% Dental

5% Dental

\$1.25 Per hour differential for Court Attendance Coordinator

Contracted days = 194; 185 teacher days = 9 paid holidays

Food Service Salary Schedule			
	EFFECTIVE	EFFECTIVE	EFFECTIVE
STEP	JULY 2014	JULY 2015	JULY 2016
1	11.07	11.29	11.52
2	11.32	11.55	11.78
3	11.58	11.81	12.05
4	11.83	12.07	12.31
5	12.09	12.33	12.58
6	12.34	12.59	12.84
7	12.60	12.85	13.11
8	12.85	13.11	13.37
9	13.11	13.37	13.64
10	13.36	13.63	13.90
13	13.62	13.89	14.17
15	13.98	14.25	14.54
18	14.33	14.62	14.91
20	14.69	14.98	15.28
23	14.89	15.19	15.49
25	15.05	15.35	15.66
28	15.25	15.55	15.86
30	15.40	15.71	16.02

6% Medical

6% Medical

5% Dental

5% Dental

Contracted days = 191: Includes 180 student days, 2 extra workdays, and 9 paid holidays

Assistant Cook Salary Schedule			
	EFFECTIVE	EFFECTIVE	EFFECTIVE
STEP	JULY 2014	JULY 2015	JULY 2016
1	11.48	11.71	11.94
2	11.73	11.97	12.21
3	11.99	12.23	12.47
4	12.24	12.49	12.74
5	12.50	12.75	13.01
6	12.75	13.01	13.27
7	13.01	13.27	13.54
8	13.26	13.53	13.80
9	13.52	13.79	14.07
10	13.77	14.05	14.33
13	14.03	14.31	14.60
15	14.38	14.67	14.96
18	14.74	15.04	15.34
20	15.10	15.40	15.71
23	15.30	15.61	15.92
25	15.45	15.76	16.08
28	15.66	15.97	16.29
30	15.81	16.13	16.45

6% Medical

6% Medical

5% Dental

5% Dental

Contracted days = 191; Includes 180 student days, 2 extra workdays, and 9 paid holidays

Cook Salary Schedule			
	EFFECTIVE	EFFECTIVE	EFFECTIVE
STEP	JULY 2014	JULY 2015	JULY 2016
1	11.88	12.12	12.36
2	12.14	12.38	12.63
3	12.39	12.64	12.89
4	12.65	12.90	13.16
5	12.90	13.16	13.42
6	13.16	13.42	13.69
7	13.41	13.68	13.95
8	13.67	13.94	14.22
9	13.92	14.20	14.48
10	14.18	14.46	14.75
13	14.43	14.72	15.01
15	14.79	15.09	15.39
18	15.15	15.45	15.76
20	15.51	15.82	16.14
23	15.71	16.02	16.34
25	15.86	16.18	16.50
28	16.06	16.39	16.72
30	16.22	16.54	16.87

6% Medical

6% Medical

5% Dental

5% Dental

Contracted days = 191: Includes 180 student days, 2 extra workdays, and 9 paid holidays

Custodian Salary Schedule			
	EFFECTIVE	EFFECTIVE	EFFECTIVE
STEP	JULY 2014	JULY 2015	JULY 2016
1	13.87	14.15	14.43
2	14.13	14.41	14.70
3	14.38	14.67	14.96
4	14.64	14.93	15.23
5	14.89	15.19	15.49
6	15.15	15.45	15.76
7	15.40	15.71	16.02
8	15.66	15.97	16.29
9	15.91	16.23	16.55
10	16.17	16.49	16.82
13	16.42	16.75	17.09
15	16.78	17.12	17.46
18	17.14	17.48	17.83
20	17.49	17.84	18.20
23	17.70	18.05	18.41
25	17.85	18.21	18.57
28	18.05	18.41	18.78
30	18.21	18.57	18.94

6% Medical

6% Medical

5% Dental

5% Dental

Contracted days = 260 (for full time); includes 12 paid holidays

Maintenance Salary Schedule			
	EFFECTIVE	EFFECTIVE	EFFECTIVE
STEP	JULY 2014	JULY 2015	JULY 2016
1	15.45	15.76	16.08
2	15.71	16.02	16.34
3	15.96	16.28	16.61
4	16.22	16.54	16.87
5	16.47	16.80	17.14
6	16.73	17.06	17.40
7	16.98	17.32	17.67
8	17.24	17.58	17.93
9	17.49	17.84	18.20
10	17.75	18.10	18.46
13	18.00	18.36	18.73
15	18.36	18.73	19.10
18	18.72	19.09	19.47
20	19.08	19.46	19.85
23	19.28	19.66	20.05
25	19.43	19.82	20.22
28	19.63	20.03	20.43
30	19.79	20.19	20.59

6% Medical

6% Medical

5% Dental

5% Dental

Contracted days = 260 (for full time); includes 12 paid holidays

9 Month and 12 Month Secretary Salary Schedule			
	EFFECTIVE	EFFECTIVE	EFFECTIVE
STEP	JULY 2014	JULY 2015	JULY 2016
1	13.98	14.25	14.54
2	14.23	14.52	14.81
3	14.49	14.78	15.08
4	14.74	15.04	15.34
5	15.00	15.30	15.61
6	15.25	15.56	15.87
7	15.51	15.82	16.14
8	15.76	16.08	16.40
9	16.02	16.34	16.67
10	16.27	16.60	16.93
13	16.53	16.86	17.20
15	16.88	17.22	17.56
18	17.24	17.58	17.93
20	17.60	17.95	18.31
23	17.80	18.15	18.51
25	17.95	18.31	18.68
28	18.16	18.52	18.89
30	18.31	18.68	19.05

6% Medical

6% Medical

5% Dental

5% Dental

Contracted days - 260 (for full time); includes 12 paid holidays