



**BARNESVILLE EXEMPTED VILLAGE
SCHOOL DISTRICT**

10-11-16
16-MED-03-0402
0168-01
K34800

AND

**BARNESVILLE ASSOCIATION OF CLASSIFIED
EMPLOYEES/OEA/NEA**

MASTER AGREEMENT

JULY 1, 2016 TO JUNE 30, 2019

MASTER AGREEMENT

This agreement entered into by and between the Board of Education of the Barnesville Exempted Village School District, hereinafter referred to as the "Board", and the Barnesville Association of Classified Employees/OEA/NEA, which is hereinafter referred to as the "Association".

ARTICLE 1 - TERMS

The terms and conditions of the agreement are effective for a three (3) year period commencing on July 1, 2016, and terminating June 30, 2019.

ARTICLE 2 - RECOGNITION

SECTION 1

The Board of Education of the Barnesville Exempted Village Schools hereby recognizes the Barnesville Association of Classified Employees/OEA/NEA as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit.

SECTION 2

The bargaining unit shall include all regular non-teaching employees including full-time and short hour. There shall be no subcontracting of bargaining unit work without mutual agreement of the Union. The bargaining unit categories are: 1. Secretaries; 2. Maintenance Worker; 3. Custodian; 4. Mechanic; 5. Bus Garage Worker; 6. Bus Driver; 7. Cooks; 8. Aides 9. Interpreter; 10. Groundskeeper/Floater (CDL with S&P Endorsement Required); 11. Head Custodian; 12. Head Cook.

SECTION 3

- A. Dual position employees (Bus Garage Worker/Bus Driver, Aide/Bus Driver, Cashier/Bus Driver) shall be combined to total eight-hour positions only for those employees holding dual positions prior to July 1, 2014. Employees who were not in dual positions before July 1, 2014, but who are later employed in such positions, shall be paid only for the hours needed.
- B. Each position for an employee holding a dual position shall be counted as a half day for leave purposes.
- C. Hourly rate wages shall be paid according to the work undertaken and assigned.
- D. Current employees shall be maintained in these positions; bidding pursuant to the contract shall be undertaken for vacancies.

SECTION 4

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

- A. Supervisor of Building and Grounds
- B. Secretary to the Superintendent
- C. Transportation Supervisor
- D. Food Service Supervisor
- E. Assistant Treasurer
- F. EMIS/SIS Coordinator

SECTION 5

Should a new classification or position be created during the term of this agreement, and should a dispute arise between the parties as to whether or not said classification or position shall be included in the bargaining unit, then the parties shall meet in an attempt to resolve the issue.

If the parties fail to reach agreement, the issue will be referred to the State Employment Relations Board for a decision.

SECTION 6

Should a new classification be included in the bargaining unit following the effective date of this agreement, the parties shall meet to negotiate the terms and conditions of said classification. Should the parties fail to reach agreement, the issue shall be resolved through arbitration in accordance with the grievance procedure.

ARTICLE 3 - PRINCIPLES

All regular classified employees have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employees.

ARTICLE 4 - MANAGEMENT RIGHTS

It is expressly agreed that all rights which are vested in the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to be vested exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of the agreement. This provision shall not be construed as a waiver of either party's rights or obligations under ORC 4117.01 G.

ARTICLE 5 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

SECTION 1

The Board, or the designated representatives for the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team will be limited to a reasonable member limit. Neither party shall have control over the selection of the other party's team member. While no final Agreement shall be executed without ratification by the

Association and 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

Consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. The expense of such consultants shall be borne by the party requesting or hiring them.

SECTION 3

Necessary clerical assistance may be provided if both parties agree, and if such is the case, the cost will be shared equally by the Board and the Association.

ARTICLE 6 - EXCHANGE OF INFORMATION

Prior to and during the period of negotiations or impasse provision, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

ARTICLE 7 - REQUEST FOR MEETING

Upon receipt of a written request for a meeting, either party will have ten (10) working days to reply to the request. A meeting date shall be agreed to within thirty (30) working days of such a request. Request to begin negotiations may be served by either party upon the other no sooner than 120 calendar days nor later than 90 calendar days before the expiration of the contract.

ARTICLE 8 - SUBMISSION OF ISSUES

All issues for negotiations by the Association and Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting, unless agreed by both parties.

ARTICLE 9 - NEGOTIATIONS PROCEDURES

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings shall not exceed three (3) hours. Times and places of the following meeting(s) shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

ARTICLE 10 - CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time in which to caucus in privacy, which should not exceed thirty (30) minutes.

ARTICLE 11 - PROGRESS REPORTS

During negotiations, interim reports shall be made to the Association by its representatives and to the Board of Education 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.

ARTICLE 12 - NEWS RELEASES

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

ARTICLE 13 - PROTOCOL

No action to coerce, censor, or penalize any participant in negotiations shall be made by any other negotiator or member of either party so represented. Both sides agree to conduct

themselves in a professional and non-personal manner and to negotiate in "good faith".

ARTICLE 14 - 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 Association and adoption by the Board.

ARTICLE 15 - 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 Association and the Board for ratification and adoption. Said agreement shall be signed by the Board's representative and by the Association's representative. The Agreement shall be typed by the Association. The printing and reproduction shall be undertaken by the Board within ten (10) working days of ratification by the Board. The Board shall provide the Association with enough copies for each Association member, plus five (5) additional copies.

ARTICLE 16 - INTENT TO RECOMMEND

Prior to the negotiated agreement being presented to the Association and to the Board, both negotiating teams shall pledge to recommend adoption of the tentative agreement. The professional consultants shall neither recommend adoption or rejection of the tentative agreement.

ARTICLE 17 - DISAGREEMENT

SECTION 1

In the event an agreement is not reached by negotiations after consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.

SECTION 2

Impasse is whenever the parties have stopped talking to each other at the negotiating table or after bargaining sessions have been held and the positions of the parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

SECTION 3

If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.

SECTION 4

The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to recommend or to bind either party to any agreements.

SECTION 5

In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

ARTICLE 18 - SAFETY

SECTION 1

The Board of Education agrees to:

Provide a safe and secure workplace.

Provide the president of the local union with a copy of all workers' compensation claims filed by employees.

Provide for the discussion of all safety issues at Labor-Management meetings. In the event that a safety dispute cannot be resolved at a Labor-Management meeting, the Board of Education agrees to investigate the safety problem utilizing the service of the Ohio Department of Industrial Relations or any other appropriate inspection source. The Board agrees to discuss the findings in Labor-Management meetings.

SECTION 2

Employee Rights:

An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes present an imminent danger of death or serious physical harm to the employee, providing said employee immediately reports the problem to his/her immediate supervisor. An employee who has refused to work under the above-cited conditions may be assigned to other duties until the matter is resolved.

ARTICLE 19 - PAYROLL DEDUCTION

SECTION 1

- A. Dues deduction authorizations shall continue until properly revoked and the Board of Education shall not honor dues deduction revocations for any employee except as provided herein. Such deduction shall be made in nine (9) equal installments beginning in September and ending in May.

- B. The Board shall deduct dues from the pay of employees that are members of the Association upon receipt from the Association of written authorization executed by the employee for that purpose and bearing his/her signature. Provided, however, that any employee shall have the right to revoke such authorization by giving written notice to the president of the Association during the thirty (30) calendar days prior to the expiration of this Agreement.
- C. Waiver of Liability Clause -- If for any reason the Board fails to make a deduction for any employee as for above provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee or the Association. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction process. The Board agrees to cooperate fully in correcting any and all errors.
- D. Payroll deductions shall be forwarded to the treasurer of the Association the month after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.
- E. Required salary notices (July 1) shall be waived during such times as salaries are being negotiated.

SECTION 2

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- B. Notification of the Amount of Fair Share Fee
Notice of the amount of the annual fair share fee, which shall not exceed 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purposes of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
1. All Fair Share Fee Payers
Payroll deduction of such fair share fees shall begin at the second payroll period in January and end with the last pay in May, except that no fair share fee deductions shall be made for newly-employed bargaining unit members until after the required probationary period of newly-employed bargaining unit members has been served.
 2. Termination of Membership
The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- D. Transmittal of Deductions
The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. Procedure for Rebate
The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure

and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

G. Religious Exemption

Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

H. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 20 - GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the terms of this agreement. If any such grievance arises, there shall be no stoppage, or suspension of work, or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.

SECTION 2

Step One

Within ten (10) working days of the time a grievance arises or knowledge of a grievance, the employee or the Association will present the grievance in writing to his supervisor or the appropriate designated person. Within ten (10) working days after presentation of the grievance, the supervisor or designated representative shall give his answer in writing to the employee. Any grievance denied by the administration shall state the reason for denial.

Step Two

If the grievance is not resolved in Step One, the employee or the Association Representative may within ten (10) working days of receipt of the supervisor's answer, submit to the Superintendent or his designated representative the answer at Step One with the original grievance statement. The Superintendent or his designated representative shall give the employee or his Association Representative and the BACE President an answer in writing no later than ten (10) working days after receipt of written grievance.

Step Three

If the grievance is not resolved in Step Two, the Association may appeal to the Board of Education within ten (10) working days of the superintendent's answer. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education, which shall not be less than seven (7) calendar days

after the appeal to Step Three. If the next regular Board meeting is less than seven (7) calendar days from the date of the appeal, the grievance shall be heard at the regular Board meeting that follows, unless an earlier date is agreed upon. The aggrieved employee shall have the right to be represented at such meeting by a representative of the Association. The Board shall act upon such grievance within ten (10) working days from the date of the hearing before the Board. If the action taken by the Board is not to the satisfaction of the employee, such employee may pursue the submission of the grievance.

Step Four

If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step Three, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) working days from the date of the Board's answer in Step Three by filing a notice with the "Statement of Grievance" attached thereto with the American Arbitration Association, and a copy of the notice served on the Superintendent.

SECTION 3

- A. Any grievance must be filed on the authorized form agreed to between the parties of this Agreement. Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Association, and shall indicate the relief requested.
- B. Any grievance not advanced to the next step by the Association within the time limit in that step shall be withdrawn.
- C. Any grievance not answered by the administration within the time limit in that step shall be deemed resolved by the relief requested by the employee or the Association.
- D. Time limits may be extended by mutual agreement of the administration and the Association in writing; then the new date shall prevail.

- E. The agreed-to grievance form shall be made available to any employee requesting such, either through his supervisor or Association Representative.

SECTION 4

- A. It shall be the function of the arbitrator and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in case of alleged violations.
- B. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- C. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the administration and Board.
- D. The fees and expenses of the arbitrator and hearing room shall be paid 75% by the losing party and 25% by the winning party. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them.

ARTICLE 21 - LABOR MANAGEMENT AND SAFETY COMMITTEE

SECTION 1

The Board or its designated representatives and the Association or its representatives agree to meet and discuss with the other concerning issues other than those included in this agreement.

SECTION 2

Such meetings shall be held as needed. Advance request shall be made at least ten (10) days before a proposed meeting date; along with the request shall be attached the agenda of items to be discussed. All meetings shall be held at the agreed to times and places and shall not exceed two (2) hours unless both parties agree to extend the meeting time.

ARTICLE 22 - DISCIPLINE PROCEDURE

SECTION 1

Discipline shall be issued for just cause. A verbal or written reprimand may be imposed by the employee's non-bargaining unit administrator employed pursuant to ORC 3319.02 or the Superintendent. Only the Superintendent may impose a suspension without pay from one (1) to five (5) days. Only the Board may act to terminate an employee's contract or suspend an employee for more than five (5) days.

SECTION 2

Prior to imposing a verbal or written reprimand, the employee shall have a right to an informal hearing before the employee's non-bargaining unit administrator employed pursuant to ORC 3319.02 or the Superintendent imposing the discipline. The employee may have an Association Representative of his choice present if he so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The employee must sign the statement acknowledging receipt of the statement and the date received. Signing the statement does not indicate agreement with its contents. The hearing shall be held no sooner than five (5) working days nor later than fifteen (15) working days of receipt of the written notice of a hearing, unless an earlier or later date is mutually agreed upon. Following the hearing, discipline may be imposed. Any disciplinary action may be appealed directly to the Board within five (5) working days of the receipt of the discipline to be heard at the next regularly scheduled Board meeting.

SECTION 3

Prior to imposing a suspension without pay by the Superintendent, the employee shall have a right to an informal hearing before the Superintendent. The employee may have an Association Representative of his choice present if he so requests. The

employee shall be given a written statement containing the charges and the time and place of the hearing. The employee must sign the statement acknowledging receipt of the statement and the date received. Signing the statement does not indicate agreement with its contents. The hearing shall be held no sooner than five (5) working days nor later than fifteen (15) working days of the written notice of a hearing, unless an earlier or later date is mutually agreed upon. Following the hearing, discipline may be imposed. Any disciplinary action may be appealed directly to the Board within five (5) working days of the receipt of the discipline to be heard at the next regularly scheduled Board meeting.

Section 4

Prior to discipline of more than a five (5) day suspension, the employee shall have a right to an informal hearing before the Superintendent. The employee may have an Association Representative of his choice present if he so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The employee must sign the statement acknowledging receipt of the statement and the date received. Signing the statement does not indicate agreement with its contents. The hearing shall be held no sooner than five (5) working days nor later than fifteen (15) working days of the written notice of a hearing, unless an earlier or later date is mutually agreed upon. Following the hearing, the Superintendent shall inform the employee of the discipline he will recommend to the Board. The employee shall have a right to request a meeting with the Board, which shall occur at the next regularly scheduled Board meeting. Within fifteen (15) working days of the Board's decision, the employee may appeal to arbitration in accordance with the grievance procedure, Step Four.

ARTICLE 23 - JOB DESCRIPTIONS

SECTION 1

The Association shall be furnished with a copy of the job descriptions of each classification covered under the terms of this Agreement. In addition, each employee shall be furnished with a copy of the current job description for his/her classification at the

time of employment and/or at the time of any change(s) in the job description.

SECTION 2

- A. A third party consultant will be chosen by the Board and the Association to recommend job descriptions.
- B. The Superintendent/designee and BACE President and BACE Vice President shall meet to discuss the recommended job descriptions. The Superintendent may appoint two (2) additional committee members and the BACE may appoint one (1) additional committee member to make commendations regarding job descriptions.
- C. Job Descriptions shall be approved by the Board and the BACE.
- D. The parties agree that the job descriptions shall be in place by March 1, 2015.
- E. If the Superintendent/designee and the BACE President are unable to reach agreement on a recommendation to the Board and the BACE, or the Board and BACE do not approve the recommendation of the Superintendent or the BACE President by October 1, 2014, job descriptions which could not be agreed upon will be submitted to an arbitrator. The arbitration hearing and arbitrator will be selected using expedited arbitration.

SECTION 3

Prior to any change in any job description created through the process described in Section 2, the Association shall be notified in writing of each change anticipated and effective date of such change.

The parties will bargain in good faith if any of the proposed changes materially affect wages, hours, terms and conditions of employment of bargaining unit members. The Association shall notify the Board within thirty (30) calendar days of the written notice from the Board that a change materially affects wages, hours, terms and conditions

of employment. In the event the parties are unable to agree that a proposed change materially affects wages, hours, terms and conditions of employment, the issue will be submitted to an arbitrator.

ARTICLE 24 – WORKERS' COMPENSATION

SECTION 1

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

SECTION 2

An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation.

SECTION 3

Any employee who is injured on the job and receiving Workers' Compensation will continue to receive all insurance benefits with the Board maintaining its share of the contribution for a period not to exceed twelve (12) months.

SECTION 4

Any employee injured at work whose claim is certified as a qualifying workers' compensation injury by the District, shall be credited for any sick leave used within the initial seven (7) days prior to the District certifying the workers' comp claim.

ARTICLE 25 - PERSONAL DAYS

SECTION 1

Each employee shall be granted five (5) days of personal leave per school year.

SECTION 2

Five (5) days shall be unrestricted and may be requested for the purpose of conducting necessary or urgent personal business which cannot be conducted outside the regular working hours of the employee.

ARTICLE 26 - ASSOCIATION RIGHTS

SECTION 1

The Board shall authorize a maximum total of seven (7) days with pay per year to the Association president and/or designee to serve on Association programs, conferences, or conventions, or to perform Association business.

SECTION 2

The Association shall be permitted use of the bulletin boards in each school building, administration building, bus garage or other Board-owned buildings.

SECTION 3

The Association shall have the right to use school facilities and equipment for purposes related to collective bargaining and contract administration. The Association shall observe all applicable Board policies and administrative regulations in regard to such use. Association use of school facilities and equipment shall be approved only when it does not interfere with or disrupt normal school operations.

SECTION 4

Association representatives may transact Association business on school property, before or after the regular work day. However, if urgent Association matters arise during the work day, Association representatives may attend to such matters but are expected to complete their work assignments. All visitors, including Association

representatives, must report to the building office before transacting business.

SECTION 5

When the Board prepares a staff directory for distribution to the staff, it shall also provide the Association president with a copy.

SECTION 6

The Association president will be notified of any special Board meetings or change in any regular meeting at the same time the news media is notified. The Association shall be permitted representation on the school calendar committee equal to any other employee group of the Board.

SECTION 7

An Association representative will be afforded an opportunity to speak at Board meetings during the time reserved for public discussion.

SECTION 8

The treasurer of the Board shall provide to the Association president or designee, at no cost, copies of meeting agendas. Upon request, once prepared, the treasurer will provide the Association president or designee, at no cost, copies of official Board minutes, the official Certificate of Estimated Resources, the Permanent Appropriations Resolution, Treasurer's Year-End Report (June), the latest monthly report, and the current tax budget.

SECTION 9

Negotiations meetings, grievance hearings and/or other meetings shall be conducted at a time mutually agreed upon by the parties involved. If any such meeting occurs during the workday, there shall be no loss of pay or benefits as a result of Association participation in the meeting.

ARTICLE 27 - CLASSIFICATION PAY

SECTION 1

If any employee is temporarily assigned to work in another classification that is at a higher salary, the employee will receive the rate of pay of the higher classification at the same salary step he or she is at in the regular classification.

SECTION 2

Any employee who successfully bids into another classification will receive the rate of pay at the same salary step of their former classification. However, such employee, if moving from nine (9) month status to twelve (12) month status, shall accrue vacation beginning at the 0 step.

ARTICLE 28 - EMPLOYEE EVALUATION

SECTION 1

Any evaluation form made out on any employee's work record shall be examined by the employee and initialed by him/her prior to being placed in his/her file.

SECTION 2

An employee may write his/her comments on any evaluation form examined by him/her.

SECTION 3

An employee shall have the right to review the contents of his/her personnel file upon request. Each employee shall be notified of any material placed in his/her file and shall be provided a copy of any material in the file upon request.

An employee shall have the right to file an answer or comment to any material included in the personnel file and such answer shall be attached to the file copy.

No unsigned material shall be placed in an employee's personnel file. Any letters of reprimand and reference of disciplinary action shall be maintained in the employee's personnel file in accordance with state/federal laws.

SECTION 4

Any record of any disciplinary nature held in an employee's file must have been initialed by the employee. In the event an employee refuses to sign or initial such a record, a third party may be called by the Board's representative to witness such refusal. The signature of the witness verifies that the employee is aware of the record and shows a refusal to sign on the employee's part.

ARTICLE 29 - PHYSICAL EXAMINATIONS

Should the Board of Education require an employee to submit for physical examination for any reason, the Board shall pay the full cost of such examination. The Board reserves the right to designate the physician of the Board's choice as long as such physician is properly licensed to perform the examination.

ARTICLE 30 - TRAVEL ALLOWANCE

Any employee required to use his/her own vehicle to service the Board shall be paid at the Federal IRS travel reimbursement rate for actual travel distance.

ARTICLE 31 - LAYOFF AND RECALL

SECTION 1

Employees may only be laid off due to a lack of work as determined by the Administration or due to a lack of funds.

SECTION 2

In the event of a planned reduction in force, the Board shall notify the Union at least thirty (30) calendar days before any Board action which would constitute putting the RIF policy in effect.

Within seven (7) calendar days after such notification, a meeting shall be scheduled between the Administration and the Union to review the reasons for the layoff, the affected employees, and the date of the layoff.

SECTION 3

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

SECTION 4

Whenever it becomes necessary to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service.

SECTION 5

The following classification series shall be used for the purpose of layoffs:

- | | |
|-------------------------------|---------------------------|
| 1. Secretaries | 6. Maintenance |
| 2. Head Custodian, Custodian, | 7. Aide |
| 3. Mechanic | 8. Interpreter |
| 4. Head Cook, Cooks | 9. Bus Garage Worker |
| 5. Bus Drivers | 10. Groundskeeper/Floater |

All employees laid off from his/her classification must bump the less senior employee in his/her classification based on classification seniority. If no position exists within his/her classification, he/she may then bump in any other classification he/she previously worked based on district seniority.

SECTION 6

The Board of Education shall determine in which classification the layoff should occur and the number of employees to be laid off. In the affected classification, probationary employees shall be laid off before any non-probationary employees.

SECTION 7

Twenty (20) days prior to the effective date of layoffs, the Board of Education 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. Each employee to be laid off shall be given advance written notice of the layoff. Each notice shall state the following:

- A. Reason for the layoff reduction.
- B. The effective date of layoff.
- C. A statement advising the employee of his/her rights of reinstatement from the layoff.

SECTION 8

Non-probationary employees shall be recalled to the classification from which they were laid off in order of seniority. Probationary employees may be recalled only after all non-probationary employees have been recalled.

SECTION 9

Vacancies which occur shall be posted for bid in accordance with Article 32. No new employees, probationary employees, or employees from other classifications may be appointed to fill any vacancy until all non-probationary, laid-off employees have been recalled.

SECTION 10

A laid-off employee shall retain recall rights for five (5) years from his/her last day of work. During this period, a laid-off employee shall continue to accrue seniority and retain all seniority rights, including the right to bid on all vacancies; however, time accrued during layoff will not be counted as experience on the salary schedule and vacation time will not accrue. Laid-off employees shall be notified of recall by certified mail and shall have five (5) working days from receipt of said notice to respond. It shall be the employee's responsibility to notify the Board of any address change.

SECTION 11

A copy of all recall notices shall be sent to the president of the Association.

Any employee that is recalled to a position within the classification from which they were laid off and declines, will be removed from the recall list. Any employee that is recalled to a position in any other classification for which they are qualified and declines, will not be removed from the recall list.

SECTION 12

The procedures set forth in this Article shall be the sole process through which the Board may conduct reductions.

ARTICLE 32 - SENIORITY, JOB BIDDING AND TRANSFER

SECTION 1

A. Probationary Period:

There shall be a probationary period of two (2) contract years to allow the Board to determine the fitness and adaptability of any new employee it may hire to do the work required.

Year 1:

Employees hired on July 1: The probationary period shall consist of a one (1) year limited contract issued to the employee for the first year of employment effective July 1-June 30.

Employees hired after July 1: If an employee is hired after July 1, the employee shall be issued a probationary limited contract effective from the date of hire through June 30.

Year 2:

If the Administration decides to continue the employment of the employee after the first probationary contract, the employee will be granted a subsequent one (1) year limited contract effective July 1 – June 30. If the Administration decides to continue the employment of the employee at the conclusion of the second

probationary contract, the employee will be granted a continuing contract. If the service of a probationary employee is unsatisfactory, the employee may be removed at any time. (Termination or non-renewal is non-grievable.) During such time, a new employee shall have no seniority rights. Employees retained beyond the two (2) probationary contracts shall have their seniority computed as of their date of hire into a regular assignment.

- B. Prior to completion of the second probationary contract, the Administration shall determine whether or not a probationary employee shall be continued in employment. If the Administration decides to continue the employment of the employee, the employee shall be granted a continuing contract.
- C. The probationary period for any employees on a probationary contract as of May 10, 2016 shall expire on June 30, 2016. If their employment is continued, such employees shall be given a continuing contract effective July 1, 2016.
- D. It is the intent of the parties that this language supersedes the contract length, contract status, and termination or nonrenewal of employees set forth in O.R.C. §§3319.081 – 3319.083 prior to the awarding of a continuing contract.

SECTION 2

- A. Any job vacancy that occurs during the student school year may be filled in accordance with Paragraph B, or filled by a substitute for the remainder of the student school year as determined by the Superintendent.
- B. When a job vacancy occurs due to retirement, termination, resignation, or death, promotion or transfer, or creation of a new position, an expedited bid meeting shall be scheduled. The Union shall be notified of the vacancy within five (5) working days of the creation of the vacancy and the bid meeting shall take place no longer than ten (10) working days after the notification. At the meeting, any employee currently in the same classification as the vacancy may bid on the vacancy and any

other vacancies within the classification that occur as a result of filling the initial vacancy. Proxy bidding shall be permitted. All vacancies filled at the bid meeting shall be in accordance with Section 5 of this Article. If any vacancies remain at the conclusion of the bid meeting, a "vacancy notice" shall be posted within three (3) working days, for five (5) working days in each building staffed by employees of the bargaining unit unless the position is to be abolished.

SECTION 3

Such notices shall be posted in a designated open area accessible to all employees in each building. During summer months when school is not in session, notices of all vacancies shall be mailed to employees who are not scheduled to work or who are on vacation.

SECTION 4

Employees desiring a vacant position shall submit their bid in writing to the Administration (whoever is so designated on the "vacancy notice") within the five (5) working day posting period. The "vacancy notice" shall contain a job title, description of duties, salary range, shift, work location(s), and the deadline (hour and day) for submitting a bid.

SECTION 5

- A. The vacant position shall be awarded to the employee having the greatest classification seniority from among those employees who submit a bid from within the classification where the vacancy occurs.
- B. If no employee from within the classification bids for the job, the job shall be awarded to the employee with the greatest district seniority from among those employees who submit a bid.

SECTION 6

- A. District seniority is defined as the length of continuous service as an employee of the Board.
- B. Seniority is determined by:
 - 1. Date employee started work in a regular position.

2. Date employment is acted upon by the Board.
3. In case of a tie, seniority shall be determined by lot with a representative of the Union and the Board present.

SECTION 7

Such bid shall be awarded within five (5) working days of the closing of the posting period.

SECTION 8

The Board shall make available to the Union a current seniority list of all employees within the bargaining unit once each school year, by October 1st.

SECTION 9

An employee appointed to fill a vacant position shall serve a probationary period of thirty (30) working days. By mutual written agreement of the employee and his/her supervisor, the thirty (30) day probationary period can be ended early, resulting in the employee being awarded the vacant position effective the first day the employee began their duties in the new position. If the service of the employee is not satisfactory as determined by the Superintendent, the employee will be provided written notice that the Administration has concerns with their performance. If the current employee is unable to satisfactorily perform the duties of the position, the employee will be returned to their prior position at the conclusion of the probationary period. By Agreement of the BACE President and the Superintendent, the employee may be returned to their former position prior to the conclusion of the probationary period. The employee may also decide to return to their prior position at any time during the thirty (30) working day probationary period. Any employee returning to his/her former position during the probationary period will maintain the same salary or wage earned prior to appointment to the vacant position. Such employee shall not suffer a loss of seniority as a result of the assignment. During the thirty (30) day probationary period, the position left vacant by any transferring employee will be filled pursuant to Section 2, of this Article. However, the Board is not required to hire a new employee to fill any vacant position until after the end of the thirty (30) day probationary period. The decision to return the

Section 10

employee to their previous position is not subject to challenge through the grievance procedure.

Any employee, who successfully bids into a vacancy created by an employee illness, shall be required to remain in the position if the ill employee fails to return to work due to termination of employment.

SECTION 10

Only employees who are members of the bargaining unit, as defined in Article 2 shall accumulate seniority.

SECTION 11

Any temporary position created by the Board shall be staffed by substitute employees for no more than thirty (30) working days duration. Any temporary position exceeding thirty (30) working days shall be posted for bid. The position of the successful bidder need not be posted and may be filled by substitute employees. Once the temporary position no longer exists, the successful bidder shall return to his/her former position. A temporary position which exceeds six (6) months in duration will be considered a "newly-created position" and shall fall under the provisions of Article 32, Section 2.

SECTION 12

It is agreed that there shall be no subcontracting of full or part time bargaining unit work during the term of this agreement.

SECTION 13

- A. Notwithstanding anything contained in this contract to the contrary, an applicant for the positions of Bus Mechanic, Bus Garage Worker, Secretary, Maintenance Worker, or Head Cook must be qualified in accordance with the criteria set up by the committee established in C. below.
- B. If more than one employee has applied for any of the above positions, the applicant more or most qualified shall be awarded the position. Qualifications being the same, seniority within the classification shall control, and if not applicable, seniority within the district shall control.

- C. A six-person committee shall be created composed of three members appointed by the Board and three members selected by the Association to establish, in advance, qualifications. Qualifications shall consist of establishing critical skills and including them in the job descriptions. The committee shall establish tests (written and/or oral and/or performance) to ascertain whether or not the applicant is qualified, more qualified, or most qualified. The committee shall also establish, where practical, training programs.

The following testing policy and procedures for filling a vacancy in the positions listed in Section 14 (A.) above:

1. Each written/verbal test to be given will be at least fifty (50), but no more than seventy-five (75) questions in length.
2. The content of these questions will be job specific, general math, and reading comprehension.
3. Candidates for the positions will take a hands-on test, if provided, by one of the local career centers/vocational schools (Belmont-Harrison Career Center or Mid-East Ohio Career and Technology Centers). The hands-on test will be established, administered, and graded by the career center, if possible.

A bargaining unit member will be qualified for one of the above posted positions if they achieve at least a combined score of 70% on the hands-on and written/verbal tests. The bargaining unit member with the highest test score will be awarded the position. In the event of a tie in test scores, seniority will be the determining factor.

In accordance with the Negotiated Agreement, if no employee achieves a combined score of at least a 70% on the hands-on and written/verbal tests, then the Administration shall have the right to hire a new employee for the position. The administration is permitted to consider qualifications beyond test scores when hiring a new employee.

ARTICLE 33 - BUS ROUTES

SECTION 1

The Board agrees that all open bus routes shall be posted for a bid in a conspicuous place at the first day of school opening.

SECTION 2

Bus routes will be listed according to hours, approximate capacity, miles and time.

SECTION 3

Drivers shall retain previous year's route unless a new route is obtained through the bidding process.

SECTION 4

Bid routes shall be awarded to the employee holding the highest classification seniority in a given bus route.

SECTION 5

Extra trips shall be granted on a rotating basis from a posted seniority list unless no regular driver is interested in driving. Each Monday or next available day of that week, a bid meeting shall be held to determine the extra trips for the week. A substitute driver or Groundskeeper/Floater (as part of his regular work day) will be utilized to drive the extra trip if the extra trip conflicts with all routes of regular drivers on the list. All extra trips shall be assigned at least two (2) days in advance, when possible. In case of cancellation of trips, the affected driver shall remain at the top of the list for the next acceptable trip.

SECTION 6

Any driver whose opportunity to work an extra trip is inadvertently "skipped" through the rotation procedure shall be placed at the top of the list for the next week's unfilled awarding of trips.

SECTION 7

If a driver does not desire extra trips, he/she shall have the option of withdrawing his/her name from the rotation list. However, if the driver remains on the list, there shall be no trading of the position on the list, and if the extra trip is refused for any reason, the driver's name shall be placed at the back of the list. Extra trips shall be paid by the Board at \$12.00 per hour from time of departure to time of return.

SECTION 8

It is understood that all buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be requested to drive an unsafe bus.

SECTION 9

The Director of Transportation can require a van to be used for any trip with nine (9) passengers or less. All bus drivers (with van certification) and van drivers will have first opportunity to take the trip in accordance with Section 5.

ARTICLE 34 - TESTING FOR BUS DRIVERS

The testing of bus drivers shall be pursuant to law.

ARTICLE 35 - HOURS OF WORK

SECTION 1

All employees working for the Board of Education shall be guaranteed at least the amount of hours and comparable pay for the hours specified in this contract. All employees shall receive pay for legal holidays, if in the work week, in addition to five (5) personal leave days taken in compliance with Article 25 of this Agreement.

SECTION 2

Head Cook hours shall be as follows:

Elementary school – 7 ½ hours per day

Middle school – 7 hours per day

High school – 7 hours per day

This provision only applies to bargaining unit members employed in these positions prior to July 1, 2010.

ARTICLE 36 - OVERTIME

SECTION 1

All overtime shall be offered to employees on a rotation basis recognizing classification seniority using the following formula.

SECTION 2

All overtime work shall be posted not more than two (2) weeks in advance, if possible. Employees shall be awarded overtime within their own job classification series before it is offered to an employee from another classification series. All extra work/overtime to be awarded will be offered to employees on a rotating basis each Tuesday, or the next day it is available that week.

SECTION 3

All hours over forty (40) in one (1) week shall be paid at the rate of time and one-half (1 1/2). All work performed on Saturday shall be paid at the rate of time and one-half (1 1/2) and all work performed on Sunday shall be paid at the rate of double time (2x); however, should a bargaining unit member's normal shift include working on Saturdays and/or Sundays, said bargaining unit member shall be paid his regular rate of pay and not be entitled to time and one-half (1 1/2) for work performed on Saturdays and double time (2 x) for work performed on Sundays.

SECTION 4

If an employee is called out to work outside of his/her regular scheduled hours, said employee shall be granted a minimum of two (2) hours' pay at the appropriate rate.

SECTION 5

Any bargaining unit member whose opportunity to work overtime is inadvertently "skipped" through the rotation procedure shall be

placed at the top of the list for the next unfilled awarding of overtime.

SECTION 6

Custodial substitute work shall first be offered to the custodians assigned to the building in need of a substitute at ½ of the hours of the regular shift prior to offering to a substitute employee. If no custodian (within the building needing a substitute) agrees to work the additional hours, the work shall then be offered to custodians in other buildings. If no custodians in other buildings agree to work the additional hours then the administration may use a substitute and/or groundskeeper/floater (as part of his regular work day). Custodial absences in excess of two consecutive weeks may be filled with a regular or substitute employee. The administration will attempt to rotate the offering of substitute work in a fair manner, but will not be required to maintain a method of rotation. The manner in which substitute work is offered cannot be grieved.

ARTICLE 37 - SHIFT PAY

SECTION 1

The Board agrees that any employee who works a shift or part of a shift that is other than a normal shift, shall be paid an additional forty-five cents (\$.45) per hour for afternoon shift and an additional fifty-cents (\$.50) per hour for midnight shift over the regular rate of pay. This increased rate of pay is applicable only to the school calendar, which would of course exclude summer months. The additional hourly rate would also apply to the custodial shift which begins at 2:30 P.M.

SECTION 2

Employees receiving shift differential on a regular basis prior to any period of compensation for absence (vacation, holidays, etc.), shall have such shift differential included in their compensation during such absence.

ARTICLE 38 - SICK LEAVE

SECTION 1

Each regular employee shall be entitled to fifteen (15) days sick leave with pay for each year of service which will be credited at the rate of one and one-fourth (1 1/4) days per month.

SECTION 2

Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the employee's immediate family. Sick leave may be used due to pregnancy for a period not to exceed twelve (12) weeks (sixty working days) unless such is recommended in writing by an attending physician, stating that additional time is required due to complications or unusual circumstances. Unused sick leave shall be accumulated for the period of time that an employee works for the Board of Education up to a limit of three hundred (300) days.

Immediate family is defined as: mother, father, spouse, son, daughter, brother, sister, step-children, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, or any other person residing in the employee's household.

SECTION 3

Any accumulated sick leave of a person separated from any other public service shall be transferable.

SECTION 4

If sick leave is taken and medical attention was required, the Board may request a signed statement to justify the use of sick leave and to assure employer that employee is capable of returning to work.

SECTION 5

In the event that a doctor authorizes the extended use of sick leave for an individual, the Board may at its discretion, require a second medical opinion regarding the employee's ability to return to work,

at Board expense. The doctor consulted for said second opinion shall be chosen by the Superintendent. If the two medical opinions do not agree, a third physician may be consulted at Board expense. This physician shall be chosen by mutual agreement of the Association president and the Superintendent.

SECTION 6

The Board shall advance sick leave to any bargaining unit member who has either exhausted his accumulation or is newly hired and has no accumulation to his credit. Such advancement shall not be more than five (5) days and will be charged against the employee's subsequent accumulation.

ARTICLE 39 – SICK LEAVE BANK

A sick leave bank shall be established to provide members of the sick leave bank additional sick leave.

1. Any bargaining unit member may become a member of the sick leave bank by donating up to a maximum of five (5) days of his/her accumulated sick leave on an annual basis. This sick leave donation will occur during the month of September. Any employee hired after October 1st shall have 30 school days to donate to the sick leave bank.
2. Each member may withdraw from participation in the bank at any time, but the days they have donated are not refundable to them.
3. Only members of the sick leave bank are eligible to receive sick leave bank benefits.
4. Members of the sick leave bank are eligible to draw up to fifteen (15) days per school year from the bank if: (1) all of the individual's accumulated sick leave, personal leave and available sick leave advance have been exhausted; (2) the individual is a member of the sick leave bank.
5. A sick leave bank committee shall be formed to oversee the bank. Three (3) representatives shall be designated by the

Association President and two (2) representatives shall be designated by the Superintendent. The committee shall have the authority to confirm the request for sick leave with the member's physician. Sick leave bank days may not be used for pregnancy or parental leave purposes, except in extenuating medical circumstances. Before the committee will consider allowing the use of sick leave bank days for pregnancy or parental leave, a physician must certify in writing that extenuating medical circumstances exist. The committee shall make the final decision.

6. The Board shall remit the regular salary to the sick leave bank member and shall assume all costs for the administration of the sick leave bank.
7. The total number of days that can be donated to the bank for one school year is equivalent to the total number of bargaining unit members employed as of September 1 of the school year.
8. The total number of days that can be in the bank at any one time is equal to the total number of bargaining unit members as of September 1 of the school year. However, if a new employee to the district wishes to join and the maximum number of days has already been met, the employee will be permitted to donate up to five (5) days.

ARTICLE 40 - ALTERNATE SICK/PERSONAL LEAVE PAYMENT

SECTION 1

Each bargaining unit member who is employed for the entire school year shall be entitled to receive 1 ½ times the substitute rate of pay for their classification for the first 8 unused sick and/or personal days to be paid by the Board with the second pay of July, less 1 ½ times the substitute rate of pay for the position for each day of personal and/or sick leave taken. Unused personal leave may not be accumulated from one year to the next; however, these days may be converted to sick leave in lieu of receiving payment.

SECTION 2

Part time employees and employees who commence employment after the start of the school year shall receive these payments on a prorated basis.

ARTICLE 41 - SEVERANCE PAY

SECTION 1

Any employee that retires shall be entitled to pay for accumulated sick leave credited to him up to a maximum of one-quarter (1/4) of three hundred (300) days.

SECTION 2

The rate of pay shall be his rate of salary schedule at the time of leaving the service of the Board.

SECTION 3

Payment of severance pay will be made to the employee in one (1) lump sum by separate check from the school system upon retirement. The employee may elect to delay payment of said check for up to one year from the date of retirement. In the event of said employee's death, the severance pay will go to his/her estate.

ARTICLE 42 - CALAMITY DAYS

SECTION 1

Eligible employees shall be paid their appropriate rate of pay for all days or part of days when schools in which they are employed are closed due to an epidemic or public calamity and such days do not have to be made up. Employees would not receive extra compensation for days which must be made up. If the District uses any "blizzard bag" days, employees will be required to work those days and will be compensated at their regular rate of pay.

SECTION 2

Calamity days shall be counted as days worked for the purpose of determining the rate of overtime. For calamity days that are not required to be made up as determined by law, any non-teaching employee that is permitted to work and agrees will receive double time (2x). For all subsequent calamity days, all 260-day employees will be required to work at his/her regular rate of pay. Any 260-day employee working on a calamity day that is later waived by the State and is not "made up" will receive double time (2x).

SECTION 3

If an employee finds that conditions are hazardous during calamity days and they are required to report to work and can't get to the job site, they are to call their immediate supervisor for a work adjustment schedule and further instructions.

ARTICLE 43 - LEAVE OF ABSENCE

SECTION 1

Upon a written request, the Board of Education shall grant an unpaid leave of absence for a period of not more than two (2) years for education or professional purposes and shall grant such leaves where illness or other disability is the reason for the request. Leave will not be granted for gainful employment.

SECTION 2

Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.

SECTION 3

If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he/she is hired by the Board as a regular employee within a year of his/her employment

as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

SECTION 4

Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.

SECTION 5

Assault Leave

- A. Any bargaining unit employee who is injured or temporarily disabled due to an assault arising from their employment, shall be entitled to a paid leave of absence from employment. The rate of pay shall be the employee's regular hourly rate.
- B. This paid leave shall entitle the employee to return to his position with the employer at the rate of pay which he would be entitled to as if he had been working the entire length of absence.
- C. All insurance premiums, employee contributions, and employer contributions shall be paid by the employer during such leave.
- D. Assault Leave shall not be charged to sick leave or any other leave of absence.
- E. Duration of Assault Leave shall be a maximum of three (3) months.

SECTION 6

Maternity/Paternity/Adoption Leave

Notwithstanding an employee's right to use sick leave due to pregnancy, an employee may take an unpaid leave of absence for up to one year for medical reasons relating to pregnancy and/or for the purpose of child rearing following pregnancy/adoption. An employee on Maternity/Paternity/Adoption Leave shall continue to receive all Board-paid benefits at the employee's expense.

SECTION 7

Bereavement Leave

For death in the employee's immediate family, leave shall be limited to no more than five (5) consecutive days for each death. For the death of a stepfather, stepmother, step grandchild, brother-in-law or sister-in-law, leave shall be limited to one (1) day for each death. Such days will not be charged to the employee's sick leave. In cases of emergency, the Superintendent may extend the leave of absence for this purpose. Notification in all cases shall be given by the employee to the principal or immediate superior before absence from duty except in an emergency. Immediate family shall be as defined in Article 38, Section 2.

SECTION 8

Upon exhausting all accumulated sick leave, an employee shall be granted, upon request, a Medical Leave of Absence due to illness, injury, or other disability, or illness, injury, or disability within employee's immediate family. Immediate family shall be as defined in Article 38, Section 2. Notwithstanding any clause contained herein to the contrary, should any individual become eligible for disability benefits from SERS, then that individual shall obtain health insurance coverage through SERS instead of through the Board.

SECTION 9

All authorized leaves, as defined in Section 1, 4, 5, and 6, of this Article, shall not constitute a break in the employee's continuous service with the Board. Employees on leave shall continue to accrue seniority and shall be credited with such upon return to active employment. Upon return to work from an approved leave, the employee shall be assigned to the same position or a comparable position within the employee's classification held prior to the leave at the rate of pay which he/she would be entitled to as if he/she had been working the entire length of the absence.

SECTION 10

Civil Leave

A bargaining unit member who is subpoenaed as a witness in a civil or criminal case, or by a government agency such as or equivalent

to the State Employment Relations Board, or is called and serves on a jury, shall be granted paid leave for that period of time that he/she is unable to report to work. Notification shall be made in advance but not less than 24 hours, when possible. Bargaining unit members shall not be required to reimburse the Board for any monies received as a result of their civil leave assignment.

This leave shall also apply to subpoenas in arbitrations if arbitration must be held during school hours, but only to the extent of one union representative, two grievants, and three material witnesses.

ARTICLE 44 - PAY DAYS

SECTION 1

All employees' pay and benefits shall be calculated and paid over a twelve (12) month period.

SECTION 2

When pay day falls on a holiday, the preceding day shall be pay day, with the employee receiving his/her pay during the normal hours of his/her shift.

ARTICLE 45 - VACATIONS

SECTION 1

Upon reaching their anniversary date, twelve-month employees are entitled to and shall be granted vacations as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
0	0
1	2
5	3
10	4
20	5

Anniversary dates shall be defined as the date the employee began work in a regular position. Employees transferring from a 9 or 10-

month position to a 12-month position shall be granted experience for vacation purposes on a pro-rated basis, not to exceed 3 years experience. Affected employees must wait 60 working days before vacation days may be used. Twelve-month employees that have previously transferred from a 9 or 10-month position prior to July 1, 2010, will be granted pro-rated years of experience, not to exceed 3 years of experience, on their next anniversary date after July 1, 2010. Pro-rated years of experience will not be awarded prior to July 1, 2010.

SECTION 2

Vacation shall be selected by the employee during the month of April each year and shall be granted on a district-wide seniority basis. Any requests after that month or any changes after that month shall be granted on a first-come basis.

SECTION 3

Notwithstanding anything contained in this contract to the contrary, no more than two (2) twelve-month employees in the same classification shall be granted vacation during any one (1) week. Management may waive this two (2) person restriction on a nonprecedent-setting basis.

SECTION 4

Day-at-a-time vacation requests are excluded from the restrictions in Sections 2 and 3 above, provided at least forty-eight (48) hours advance written notice is given.

ARTICLE 46 - HOLIDAYS

SECTION 1

The Board of Education agrees that employees shall receive holidays as follows: New Year's Day; Martin Luther King Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and Presidents' Day. Should President's Day or Martin Luther King Day be used as a day that school is in session, employees will be required to work on these days at their regular rate of pay; however, he/she will be granted one "floater holiday" for

each holiday used as a school day and worked by the employee. All "floater holidays" are to be scheduled through mutual agreement of the employee and the employee's immediate supervisor.

Additional holidays for twelve (12) month employees shall be: the day after Thanksgiving; Christmas Eve; Good Friday. Nine-month and ten-month employees shall not be paid for Independence Day. Nine-month employees shall be paid for 187 days and ten-month employees shall be paid for 210 days.

SECTION 2

Any employee required to perform work on a paid holiday shall be paid at the rate of double time.

ARTICLE 47 - INSURANCE

1. The Board agrees to contribute to the cost of an employee's medical benefits including family coverage, where applicable, in accordance with the following formula:
 - A. Health/Dental/Optical Insurance (includes prescription drug coverage.) for employees.
 1. Bargaining unit members working thirty (30) to forty (40) hours per week – 90% of the monthly premium.
 2. Bargaining unit members working twenty (20) to twenty-nine and three quarters (29 3/4) hours per week - 85% of the monthly premium.

All bargaining unit members who work less than twenty (20) hours per week are not entitled to health insurance benefits.

B. Life Insurance

The Board of Education shall provide, at no cost to the

employee, a \$30,000.00 group term life insurance policy for all employees working twenty (20) hours or more per week in the Barnesville Exempted Village School District.

2. The Board reserves the right to select and to change carriers for all group insurance plans. Benefit levels shall not be comparable from those which are in effect on the effective date of this contract. The Board shall notify the association no less than thirty (30) days in advance of any meeting at which the Board will authorize any change of carriers. The carrier shall be licensed by the State of Ohio.
3. The insurance committee previously established shall remain in existence. Its assignment shall involve reviewing specifications, utilization data, and cost containment measures. The committee shall consist of two members from the BEA, two members from BACE, the treasurer, and the Superintendent.

The Superintendent shall authorize the use of professional leave, mileage, and the meeting expenses of the committee members.
4. Amounts due for premiums on above listed insurance coverages, which are in excess of the amounts paid by the Board, shall be paid by the employee by means of a payroll deduction.
5. All employees who wish coverage under the respective plans must comply with enrollment and eligibility requirements of the insurer offering the plan.
6. All insurance benefits listed under the terms of this Article shall be comparable to as those provided during the term of the previous Agreement between the parties, with minimal changes.

ARTICLE 48 - INSURANCE COMMITTEE

An insurance committee shall be created. Its assignment shall involve reviewing specifications, utilization data, and cost containment measures. The committee shall consist of two members from the BEA, two members from BACE, the treasurer and the Superintendent.

The Superintendent shall authorize the use of professional leave and the mileage and meeting expenses for the committee members.

ARTICLE 49 - MAINTENANCE OF BENEFITS

For the duration of this Agreement, the Board shall maintain all terms, conditions, and benefits of employment at not less than the same level as on the effective date of this contract.

This benefit shall extinguish once this contract is no longer in effect.

ARTICLE 50 - FIRST AID COURSE

The Board of Education shall make available to all employees in the bargaining unit a course of first aid, if required. The course shall be offered in school facilities after school hours and upon successful completion of the course, all employees will be eligible for a first aid certificate.

ARTICLE 51 - ADDITIONAL WORK-SECRETARIES

If at any time there exists additional work which requires summer hours, etc., the building secretary will be afforded the opportunity to perform such work in the respective building.

If the regular building secretary declines such additional hours or days of work, the Board shall ask all other secretaries to work on a rotating basis by seniority before calling in an employee from outside the bargaining unit.

This Article does not affect Central Office secretarial work in any respect.

ARTICLE 52 - SALARIES

Salaries for the 2016-2019 contract years shall be as listed in the salary schedule. Hourly rates shall be increased .65 cents effective July 1, 2016, .65 cents effective July 1, 2017 and .65 cents effective July 1, 2018.

The Board will issue employee-only athletic passes.

ARTICLE 53 - SERS PICK-UP

- A. For purposes of this section, total annual salary and salary per pay period for each employee shall be the salary otherwise payable under this Agreement and his/her contract. The total annual salary and salary per pay period of each employee shall be payable by the board in two parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by School Employees Retirement System (SERS) to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pickup for said employee and shall be payable, subject to the applicable payroll deductions, to said employee.
- B. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts and applicable Board policies including pickup amounts and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this Article not been in effect.

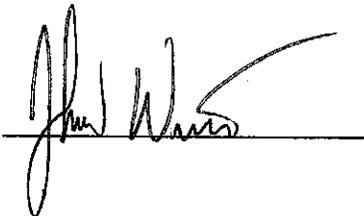
- C. The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as an employee's gross income employee's total annual salary, including the amount of the "pickup". The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- D. The "pickup" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purposes. The "pickup" shall apply to all payroll payments.

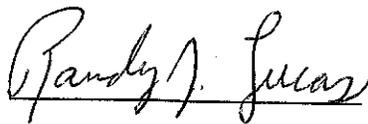
ARTICLE 54 – USE OF SCHOOL FACILITIES

Whenever a community organization uses a school facility which requires a classified employee to work and the organization is responsible for the employee's wages, such wages shall be disbursed by the Board. Such compensation shall include any eligible overtime, payroll benefits and normal benefits including but not limited to employer retirement contributions.

ARTICLE 55 - DURATION

This Agreement is effective July 1, 2016, and shall remain in full force and effect through June 30, 2019.





For the Board

For the Association

Date

Date

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ATTACHMENTS
2016-2019 SALARY SCHEDULES

Year 1 (2016-2017) - \$.65

YEARS EXPERIENCE	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Maintenance	17.23	17.60	17.96	18.33	18.69	19.05	19.42	19.42	19.78	19.78	20.15	20.15	20.15	20.51	20.51	20.51
Head Custodian	14.67	15.04	15.40	15.77	16.13	16.49	16.86	16.86	17.22	17.22	17.59	17.59	17.59	17.95	17.95	17.95
Custodian	13.25	13.61	13.98	14.34	14.70	15.07	15.43	15.43	15.80	15.80	16.16	16.16	16.16	16.53	16.53	16.53
Groundskeeper/Floater	14.25	14.61	14.98	15.34	15.70	16.07	16.43	16.43	16.80	16.80	17.16	17.16	17.16	17.53	17.53	17.53
Mechanic	20.90	21.26	21.62	21.99	22.35	22.72	23.08	23.08	23.44	23.44	23.81	23.81	23.81	24.17	24.17	24.17
Bus Garage Worker	12.50	12.86	13.23	13.59	13.96	14.32	14.68	14.68	15.05	15.05	15.41	15.41	15.41	15.78	15.78	15.78
Bus Driver	17.01	17.38	17.74	18.11	18.47	18.84	19.20	19.20	19.56	19.56	19.93	19.93	19.93	20.29	20.29	20.29
Head Cook	14.79	15.15	15.52	15.88	16.24	16.61	16.97	16.97	17.34	17.34	17.70	17.70	17.70	18.07	18.07	18.07
Cook	13.03	13.39	13.76	14.12	14.49	14.85	15.21	15.21	15.58	15.58	15.94	15.94	15.94	16.31	16.31	16.31
Aide	14.03	14.39	14.76	15.12	15.49	15.85	16.21	16.21	16.58	16.58	16.94	16.94	16.94	17.31	17.31	17.31
Interpreter	14.03	14.39	14.76	15.12	15.49	15.85	16.21	16.21	16.58	16.58	16.94	16.94	16.94	17.31	17.31	17.31
Secretary	12.70	13.19	13.57	14.00	14.41	15.72	16.69	16.69	17.66	17.66	18.64	18.64	18.64	19.07	19.07	19.07

YEARS EXPERIENCE	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Maintenance	20.87	20.87	20.87	21.24	21.24	21.24	21.24	21.60	21.60	21.60	21.60	21.97	21.97	21.97	21.97
Head Custodian	18.31	18.31	18.31	18.68	18.68	18.68	18.68	18.99	18.99	18.99	18.99	19.30	19.30	19.30	19.30
Custodian	16.89	16.89	16.89	17.25	17.25	17.25	17.25	17.53	17.53	17.53	17.53	17.82	17.82	17.82	17.82
Groundskeeper/Floater	17.89	17.89	17.89	18.25	18.25	18.25	18.25	18.53	18.53	18.53	18.53	18.82	18.82	18.82	18.82
Mechanic	24.56	24.56	24.56	24.90	24.90	24.90	24.90	25.34	25.34	25.34	25.34	25.77	25.77	25.77	25.77
Bus Garage Worker	16.14	16.14	16.14	16.50	16.50	16.50	16.50	16.76	16.76	16.76	16.76	17.04	17.04	17.04	17.04
Bus Driver	20.66	20.66	20.66	21.00	21.00	21.00	21.00	21.35	21.35	21.35	21.35	21.72	21.72	21.72	21.72
Head Cook	18.43	18.43	18.43	18.79	18.79	18.79	18.79	19.11	19.11	19.11	19.11	19.42	19.42	19.42	19.42
Cook	16.67	16.67	16.67	17.04	17.04	17.04	17.04	17.32	17.32	17.32	17.32	17.60	17.60	17.60	17.60
Aide	17.67	17.67	17.67	18.03	18.03	18.03	18.03	18.33	18.33	18.33	18.33	18.63	18.63	18.63	18.63
Interpreter	17.67	17.67	17.67	18.03	18.03	18.03	18.03	18.33	18.33	18.33	18.33	18.63	18.63	18.63	18.63
Secretary	20.00	20.00	20.00	20.99	20.99	20.99	20.99	21.34	21.34	21.34	21.34	21.71	21.71	21.71	21.71

Year 2 (2017-2018) - \$.65

YEARS EXPERIENCE	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Maintenance	17.88	18.25	18.61	18.98	19.34	19.70	20.07	20.43	20.80	20.43	20.80	20.80	20.80	21.16	21.16	21.16
Head Custodian	15.32	15.69	16.05	16.42	16.78	17.14	17.51	17.87	18.24	17.87	18.24	18.24	18.24	18.60	18.60	18.60
Custodian	13.90	14.26	14.63	14.99	15.35	15.72	16.08	16.45	16.81	16.45	16.81	16.81	16.81	17.18	17.18	17.18
Groundskeeper/Floater	14.90	15.26	15.63	15.99	16.35	16.72	17.08	17.45	17.81	17.45	17.81	17.81	17.81	18.18	18.18	18.18
Mechanic	21.55	21.91	22.27	22.64	23.00	23.37	23.73	24.09	24.46	24.09	24.46	24.46	24.46	24.82	24.82	24.82
Bus Garage Worker	13.15	13.51	13.88	14.24	14.61	14.97	15.33	15.70	16.06	15.70	16.06	16.06	16.06	16.43	16.43	16.43
Bus Driver	17.66	18.03	18.39	18.76	19.12	19.49	19.85	20.21	20.58	20.21	20.58	20.58	20.58	20.94	20.94	20.94
Head Cook	15.44	15.80	16.17	16.53	16.89	17.26	17.62	17.99	18.35	17.99	18.35	18.35	18.35	18.72	18.72	18.72
Cook	13.68	14.04	14.41	14.77	15.14	15.50	15.86	16.23	16.59	16.23	16.59	16.59	16.59	16.96	16.96	16.96
Aide	14.68	15.04	15.41	15.77	16.14	16.50	16.86	17.23	17.59	17.23	17.59	17.59	17.59	17.96	17.96	17.96
Interpreter	14.68	15.04	15.41	15.77	16.14	16.50	16.86	17.23	17.59	17.23	17.59	17.59	17.59	17.96	17.96	17.96
Secretary	13.35	13.84	14.22	14.65	15.06	15.47	15.88	16.29	16.70	16.31	16.72	17.13	17.54	17.95	18.36	18.77

YEARS EXPERIENCE	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Maintenance	21.52	21.52	21.52	21.89	21.89	21.89	21.89	22.25	22.25	22.25	22.25	22.62	22.62	22.62	22.62
Head Custodian	18.96	18.96	18.96	19.33	19.33	19.33	19.33	19.64	19.64	19.64	19.64	19.95	19.95	19.95	19.95
Custodian	17.54	17.54	17.54	17.90	17.90	17.90	17.90	18.18	18.18	18.18	18.18	18.47	18.47	18.47	18.47
Groundskeeper/Floater	18.54	18.54	18.54	18.90	18.90	18.90	18.90	19.18	19.18	19.18	19.18	19.47	19.47	19.47	19.47
Mechanic	25.21	25.21	25.21	25.55	25.55	25.55	25.55	25.99	25.99	25.99	25.99	26.42	26.42	26.42	26.42
Bus Garage Worker	16.79	16.79	16.79	17.15	17.15	17.15	17.15	17.41	17.41	17.41	17.41	17.69	17.69	17.69	17.69
Bus Driver	21.31	21.31	21.31	21.65	21.65	21.65	21.65	22.00	22.00	22.00	22.00	22.37	22.37	22.37	22.37
Head Cook	19.08	19.08	19.08	19.44	19.44	19.44	19.44	19.76	19.76	19.76	19.76	20.07	20.07	20.07	20.07
Cook	17.32	17.32	17.32	17.69	17.69	17.69	17.69	17.97	17.97	17.97	17.97	18.25	18.25	18.25	18.25
Aide	18.32	18.32	18.32	18.68	18.68	18.68	18.68	18.98	18.98	18.98	18.98	19.28	19.28	19.28	19.28
Interpreter	18.32	18.32	18.32	18.68	18.68	18.68	18.68	18.98	18.98	18.98	18.98	19.28	19.28	19.28	19.28
Secretary	20.65	20.65	20.65	21.64	21.64	21.64	21.64	21.99	21.99	21.99	21.99	22.36	22.36	22.36	22.36

Year 3 (2018-2019) - \$.65

YEARS EXPERIENCE	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Maintenance	18.53	18.90	19.26	19.63	19.99	20.35	20.72	20.72	21.08	21.08	21.45	21.45	21.45	21.81	21.81	21.81
Head Custodian	15.97	16.34	16.70	17.07	17.43	17.79	18.16	18.16	18.52	18.52	18.89	18.89	18.89	19.25	19.25	19.25
Custodian	14.55	14.91	15.28	15.64	16.00	16.37	16.73	16.73	17.10	17.10	17.46	17.46	17.46	17.83	17.83	17.83
Groundskeeper/Floater	15.55	15.91	16.28	16.64	17.00	17.37	17.73	17.73	18.10	18.10	18.46	18.46	18.46	18.83	18.83	18.83
Mechanic	22.20	22.56	22.92	23.29	23.65	24.02	24.38	24.38	24.74	24.74	25.11	25.11	25.11	25.47	25.47	25.47
Bus Garage Worker	13.80	14.16	14.53	14.89	15.26	15.62	15.98	15.98	16.35	16.35	16.71	16.71	16.71	17.08	17.08	17.08
Bus Driver	18.31	18.68	19.04	19.41	19.77	20.14	20.50	20.50	20.86	20.86	21.23	21.23	21.23	21.59	21.59	21.59
Head Cook	16.09	16.45	16.82	17.18	17.54	17.91	18.27	18.27	18.64	18.64	19.00	19.00	19.00	19.37	19.37	19.37
Cook	14.33	14.69	15.06	15.42	15.79	16.15	16.83	16.83	17.03	17.03	17.24	17.24	17.24	17.61	17.61	17.61
Aide	15.33	15.69	16.06	16.42	16.79	17.15	17.51	17.51	17.88	17.88	18.24	18.24	18.24	18.61	18.61	18.61
Interpreter	15.33	15.69	16.06	16.42	16.79	17.15	17.51	17.51	17.88	17.88	18.24	18.24	18.24	18.61	18.61	18.61
Secretary	14.00	14.49	14.87	15.30	15.71	17.02	17.99	17.99	18.96	18.96	19.94	19.94	19.94	20.37	20.37	20.37

YEARS EXPERIENCE	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Maintenance	22.17	22.17	22.17	22.54	22.54	22.54	22.54	22.90	22.90	22.90	22.90	23.27	23.27	23.27	23.27
Head Custodian	19.61	19.61	19.61	19.98	19.98	19.98	19.98	20.29	20.29	20.29	20.29	20.60	20.60	20.60	20.60
Custodian	18.19	18.19	18.19	18.55	18.55	18.55	18.55	18.83	18.83	18.83	18.83	19.12	19.12	19.12	19.12
Groundskeeper/Floater	19.19	19.19	19.19	19.55	19.55	19.55	19.55	19.83	19.83	19.83	19.83	20.12	20.12	20.12	20.12
Mechanic	25.86	25.86	25.86	26.20	26.20	26.20	26.20	26.64	26.64	26.64	26.64	27.07	27.07	27.07	27.07
Bus Garage Worker	17.44	17.44	17.44	17.80	17.80	17.80	17.80	18.06	18.06	18.06	18.06	18.34	18.34	18.34	18.34
Bus Driver	21.96	21.96	21.96	22.30	22.30	22.30	22.30	22.65	22.65	22.65	22.65	23.02	23.02	23.02	23.02
Head Cook	19.73	19.73	19.73	20.09	20.09	20.09	20.09	20.41	20.41	20.41	20.41	20.72	20.72	20.72	20.72
Cook	17.97	17.97	17.97	18.34	18.34	18.34	18.34	18.62	18.62	18.62	18.62	18.90	18.90	18.90	18.90
Aide	18.97	18.97	18.97	19.33	19.33	19.33	19.33	19.63	19.63	19.63	19.63	19.93	19.93	19.93	19.93
Interpreter	18.97	18.97	18.97	19.33	19.33	19.33	19.33	19.63	19.63	19.63	19.63	19.93	19.93	19.93	19.93
Secretary	21.30	21.30	21.30	22.29	22.29	22.29	22.29	22.64	22.64	22.64	22.64	23.01	23.01	23.01	23.01

