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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
UPPER SANDUSKY SUPPORT STAFF  
OEA/NEA  
AND THE  
UPPER SANDUSKY EXEMPTED VILLAGE SCHOOL DISTRICT  
BOARD OF EDUCATION

JULY 1, 2009 – JUNE 30, 2012

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## PREAMBLE

This collective bargaining agreement ("Agreement") is entered into by and between the Upper Sandusky Support Staff, an affiliate of the Ohio Education Association and the National Education Association ("Association") and the Board of Education of the Upper Sandusky Exempted Village School District ("Board").

## ARTICLE I

### RECOGNITION

- A. Consistent with the certification of election results by the State Employment Relations Board in Case No. 92-REP-05-0104, the Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code, for the bargaining unit described in Section B of this Article.
- B. The bargaining unit shall include all full-time and regularly employed part-time Custodians, Bus Drivers, Secretaries, Educational Assistants, Mechanics, Maintenance Employees, Food Service Employees, Delivery Drivers, and Clerks, but excluding all Management-Level, Supervisory, Confidential, Substitute, Seasonal, and Casual Employees (among those excluded are the Superintendent, Treasurer, Assistant Treasurer, Superintendent's Secretary, Treasurer's Secretary, Buildings and Grounds Supervisor, Transportation Supervisor, Food Service Supervisor, and employees in other bargaining units).
- C. For purposes of this Agreement, a "full-time" bargaining unit employee is an employee regularly assigned to a bargaining unit job classification whose normal work schedule consists of at least one hundred eighty (180) work days per school year (July 1 through June 30) with each day consisting of at least the following number of scheduled hours:
  - Custodian - 8 hours
  - Maintenance - 8 hours
  - Mechanic - 8 hours
  - High School Secretary - 8 hours
  - Other Secretaries - 7 hours
  - Food Service Classifications - 7 hours
  - Educational Assistant - 6.5 hours
  - \*Bus Driver/Delivery Classifications - 6 hours
  - \*4 hour bus drivers with 15 years of service to the district now qualify for health insurance
- D. All bargaining unit employees are entitled to all rights and benefits of this Agreement unless otherwise specified.

## ARTICLE II

### ASSOCIATION RIGHTS

- A. An Association representative may transact official Association business relevant to the bargaining unit on school property as long as such activity does not interfere with the work schedule of any bargaining unit employee. The representative must report his/her presence in advance to the office. The use of a room within a building shall be cleared in advance with the principal. The Association will be charged for any special custodial services that may be required.
- B. Any use of school equipment by the Association must be cleared in advance with the Superintendent. The Association will be charged for the cost of any supplies used and, depending on the amount of use, may be charged a reasonable fee for maintenance.
- C. The Association may install a bulletin board in each building for the posting of materials of Association concern. The location and size of the bulletin board shall be agreed to by both parties. The Association shall also have the privilege of using employee mailboxes and the internal mail system of the school for communications to employees.
- D. The Association President will be notified of the time and place and furnished a copy of the agenda of each non-emergency Board meeting. The agenda will be dispatched to the Association President at the same time it is dispatched to Board members. The Association President will be furnished a copy of the approved minutes of a Board meeting upon request.
- E. The Association President will be furnished all financial and other relevant information, and any public records, within fourteen (14) calendar days of receipt of a request for such information.
- F. The Association President shall receive at least thirty (30) calendar days advance written notice of any subcontracting or privatization of work currently performed by bargaining unit employees. Prior to any official Board action to implement such subcontracting or privatization, the Association will be afforded an opportunity to have input with respect to such action. For this purpose, "subcontracting or privatization" means the transfer of work from the bargaining unit to another source that causes the permanent elimination of a bargaining unit job classification(s) or the permanent elimination of employees holding positions within a bargaining unit job classification(s). This provision is not intended to preclude subcontracting or privatization that does not have such an effect(s).

### ARTICLE III

#### BOARD RIGHTS

Except as modified by an express term of this Agreement, the Board retains and reserves all rights, authority, and responsibilities conferred upon and vested in it by law including, but not limited to, the rights to: determine matters of inherent managerial policy (which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure); direct, supervise, evaluate, or hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted; suspend, discipline, demote, terminate, lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the Board's overall mission; effectively manage the work force; and take actions to carry out the Board's mission. The decision to exercise any of the foregoing rights, and the effects of any such decision, requires neither prior bargaining with, nor the agreement of, the Association.

### ARTICLE IV

#### NEGOTIATIONS PROCEDURE

- A. Between ninety (90) and one hundred twenty (120) calendar days prior to the expiration of this Agreement, either the Association or the Board may initiate negotiations by submitting a letter requesting negotiations to the other party. If the Association is the initiating party, the letter shall be served on the Superintendent; if the Board is the initiating party, the letter shall be addressed to the Association President. In either case, the initiating party shall also serve a copy of the letter and copy of this Agreement upon the State Employment Relations Board. Within fifteen (15) work days after receipt of the letter, or at some other mutually agreeable date, the parties shall hold their first bargaining session. Agendas and dates for subsequent sessions shall be set by the bargaining teams. Each party shall be represented by a team consisting of no more than five (5) members. If neither party timely initiates negotiations under this Section, this Agreement in its entirety shall automatically be extended without alteration for one (1) year.
- B. The agenda for the first meeting shall be the presentation of the full and entire written proposals of both parties. Thereafter, neither party shall be permitted to submit additional items of negotiations unless agreed to by both parties. All sessions shall be closed to the press and the public. During a session, either party may caucus at any time.

- C. As Tentative agreement is reached on particular items, the tentative agreement shall be reduced to writing and initialed by each party. After tentative agreement is reached on all issues, the entire successor agreement shall be reduced to writing and submitted to the bargaining unit for ratification. If ratified, the agreement will then be submitted to the Board for ratification.
- D. Pursuant to Section 4117.14 of the Ohio Revised Code, the parties hereby establish mediation, as described in Section E of this Article, as their alternative, mutually agreed bargaining impasse resolution procedure which supersedes all of the procedures set forth in Section 4117.14. Those procedures are hereby waived.
- E. If agreement for a successor agreement is not reached by forty five (45) calendar days prior to the expiration of this Agreement, either the Board or the Association may declare a bargaining impasse, in which case the parties shall jointly request the services of mediator from the Federal Mediation and Conciliation Service. Unless otherwise mutually extended to a date certain in writing, the mediation period shall terminate with the expiration date of this Agreement. Section 4117.14 (D) (2) of the Ohio Revised Code shall then apply.

#### ARTICLE V

##### EMPLOYMENT CONTRACTS

- A. Probationary Contracts: The initial contract of employment for each bargaining unit employee shall be a probationary contract extending from the date of hire through the following June 30.
- B. One-Year Limited Contracts: An employee who has successfully completed a probationary contract under Section A above shall, upon re-employment, be issued a limited contract of employment for one (1) year.
- C. Two-Year Limited Contracts: An employee who has successfully completed a one (1) year contract under Section B above shall, upon re-employment, be issued a limited contract of employment for two (2) years.
- D. Continuing Contract: An employee who has successfully completed a two (2) year contract under Section C above shall, upon re-employment, be issued a continuing contract.
- E. Contract Renewal, Non-Renewal, and Termination:
  - 1. Probationary contracts may be terminated at any time by written notice from the Superintendent. Except in cases of serious misconduct, the employee will be permitted to continue to work for five (5) days after receipt of such notice.

2. A one (1) or two (2) year limited contract may be terminated during its term as provided in Section 3319.081 of the Ohio Revised Code. One (1) and two (2) year limited contracts may be renewed or non-renewed at the discretion of the Board. Written notice of non-renewal shall be furnished to the employee prior to June 1 and shall be effective on July 1.
3. A continuing contract is not subject to non-renewal and may be terminated as provided in Section 3319.081 of the Ohio Revised Code.
4. The non-renewal or termination of a probationary contract shall not be subject to the grievance procedure, as such decision is at the discretion of the Board. Procedural errors -- that is, whether timely notice was furnished and whether any evaluation required under Article XX of this Agreement was in fact performed (but not the substance of such evaluation) -- in the non-renewal of a one (1) or two (2) year limited contract shall be subject to the grievance procedure. Termination of one (1) and two (2) year limited contracts and of continuing contracts shall be subject to the grievance procedure. However, an employee who elects to pursue a claim of improper non-renewal for procedural reasons or termination through the grievance procedure shall not be entitled to pursue such a claim in any other forum.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Definitions

1. "Grievance" means a claim that a specific provision(s) of this Agreement has been violated, misinterpreted or misapplied.
2. "Grievant" means a bargaining unit employee who files a grievance.
3. If more than two (2) bargaining unit employees are personally affected, a class grievance may be filed with the signature of a single grievant so long as members of the class are clearly identified (by name, job title, or otherwise) on the fact of the grievance.
4. Should the Association believe that a grievance has occurred but the aggrieved employee does not wish to file a grievance, the Association may give written notice to the Superintendent about the matter within the Step One time limit that appears in Section C, Paragraph 2, subparagraph a. of this Article. Such timely notice by the Association shall preclude any reliance on such matter as tending to establish a past practice.

5. Failure of the grievant to comply with a time limit shall entitle the grievant to proceed to the next step of the grievance procedure.
6. "Days" means week days exclusive of Saturdays, Sundays, and state or federal holidays.

B. General Provisions

1. The grievant has the right to Association representation at all formal meetings and hearing involving the grievance.
2. The Association has the right to be present for the adjustment of any grievance. The Association President will be furnished a copy of all grievance responses beginning at Step One of the grievance procedure. Upon request, the Association shall receive copies of all other grievance communications beginning at Step One.
3. The Association has the exclusive right to determine whether to process a grievance to the arbitration step of this grievance procedure.
4. Time limits at any step of the grievance procedure may be extended only by written mutual agreement of the parties.
5. Failure of the grievant to comply with a time limit shall result in the grievance being dismissed.
6. Failure of the administration to comply with a time limit shall entitle the grievant to proceed to the next step of the grievance procedure.
7. No reprisals shall be taken against any bargaining unit employee by reason of his/her filing or taking part in the processing of any grievance.
8. A grievance may be withdrawn at any time without prejudice.

C. Procedure

1. Informal Step:

A grievant shall first discuss the grievance with the grievance's immediate supervisor.

2. Step One:

- a. If the grievant is not satisfied with the informal attempt to resolve the grievance, the grievant may submit the grievance in writing, on the grievance form appearing in Appendix A, to the immediate supervisor within the (10) days of the act or occurrence giving rise to the grievance. The grievance shall be signed by the grievant, concisely state the facts upon which the grievance is based, and identify the specific provisions(s) of this Agreement alleged to have been violated, misinterpreted, or misapplied. The immediate supervisor will schedule a hearing with the grievant within ten (10) days after receipt of the written grievance.
- b. Within ten (10) days after the hearing, the immediate supervisor will provide a written response to the grievant.

3. Step Two:

- a. If the grievant is not satisfied with the immediate supervisor's response, the grievant may file a written appeal with the Superintendent within ten (10) days of receipt of the response.
- b. Within ten (10) days of receipt of the appeal, the Superintendent, or the Superintendent's designee, will hear the appeal. Within ten (10) days after the hearing, the Superintendent, or designee, will provide a written response to the grievant.

4. Step Three:

- a. If the grievant is not satisfied with the Superintendent's response, the grievant may file a written appeal to arbitration within ten (10) days of receipt of the response. The appeal shall be filed with the Superintendent.
- b. The Association President shall notify the Superintendent in writing of the Association's intent to proceed to arbitration within ten (10) days of the Superintendent's receipt of the grievant's appeal under paragraph above. The association shall petition the Federal Mediation and Conciliation Service (FMCS) in writing to provide the Association representative and the Superintendent with a panel of nine (9) arbitrators from which an arbitrator may be selected. A copy of the Association's petition shall be furnished to the Superintendent. Selection of the arbitrator shall be by the

alternate strike process, with the party striking the first name determined by the flip of a coin. Either party may reject the first panel of names and request that a second panel consisting of an additional nine (9) names be submitted by FMCS, in which case the parties shall select an arbitrator from such second panel.

- c. The arbitrator shall have no authority to add to, subtract from, or alter any provision(s) of this Agreement, or modify its language in deciding the issue(s) presented. The arbitrator shall have no authority to decide any issue not submitted to him/her for resolution.
- d. The award of the arbitrator shall be final and binding. The arbitrator shall not interfere with the Board's managerial prerogatives except as otherwise specified in this Agreement. No grievance shall be arbitrated together with any other grievance except by the parties' mutual agreement.
- e. The FMCS's administrative fee and the arbitrator's fee shall be borne in equal shares by the Board and Association.
- f. Unless otherwise specified elsewhere in this Agreement, this grievance procedure shall be the sole and exclusive remedy for any alleged violation of this Agreement.

## ARTICLE VII

### LEAVES

#### A. Sick Leave

- 1. Sick leave shall be defined as paid leave from duty under Section 3319.141 of the Ohio Revised Code because of personal illness or injury, exposure to contagious disease, pregnancy or serious illness or death in the bargaining unit employee's immediate family. Each full-time employee must be paid for all time lost when the schools are closed due to an epidemic or other public calamity.

Sick leave shall only be used upon approval of the responsible administrator. Each bargaining unit employee shall furnish a written signed statement on forms prescribed by the Board to justify the use of sick leave. In addition, the Superintendent may ask the employee for further information when he/she has reason to believe the sick leave request is not justified.

Except as otherwise stated in this paragraph, sick leave may be used in one-half (1/2) day increments. In the case of a bus driver whose regular duties include a mid-day function (whether driving or some other function) in addition to a morning and afternoon route, sick leave may be used in one-third (1/3) day increments.

2. Cumulative Sick Leave

In accordance with statutory regulations, each full-time bargaining unit employee shall earn one and one-fourth (1-1/4) days of sick leave with pay for each month of completed service, or a total of fifteen (15) days per year. A part-time bargaining unit employee shall earn sick leave on a prorated basis in accordance with Section 3319.141 of the Ohio Revised Code, with the further understanding that if a part-time employee should become a full-time employee, or vice versa, the number of unused accumulated days shall remain the same without a mathematical adjustment at the time of the change in status. Unused sick leave shall be cumulative from year to year to a maximum of two hundred-eight (208) days in 2009-2010; two hundred-sixteen (216) days in 2010-2011; and two hundred-twenty (220) days in 2011-2012. Each new employee shall be granted five (5) days of sick leave when he has begun his duties of full-time employment. These five (5) days shall be part of the total number of cumulative days to which the employee shall be entitled for the first year of employment.

3. Definition of Immediate Family and Limits on Usage

- a. Immediate family shall be defined as the bargaining unit employee's spouse, father, mother, brother, sister, child, parent-in-law, or any member of the household who has clearly stood in the same relationship with the employee of these. Serious illness shall mean a grave or severe sickness which requires a family member to be the care giver where there is no other family member other than the employee to assist the member of the immediate family.
- b. An absence due to death in the immediate family of an employee shall not exceed five (5) work days unless this limitation is specifically waived by the Superintendent. When a waiver is granted the exact number of days shall be determined by the family relationship and the circumstances surrounding the death. If the immediate family of the spouse is ill or dies, sick leave use is a maximum of three (3) days.

- c. Leave may be granted to attend the funeral of a grandparent, niece, nephew, first cousin, aunt, uncle, brother-in-law, daughter-in-law, son-in-law, neighbor, or close friend upon approval of the Superintendent. The time shall be limited to one (1) day. Additional time not to exceed two (2) days shall be granted without loss of pay when it is necessary to travel in connection with the death of a relative.
4. Within any given school year (defined July 1 through June 30) sick leave will be paid at 100% of the bargaining unit employee's regular compensation.

B. Assault Leave

The Board shall grant paid assault leave not to exceed thirty (30) work days for a period of physical disability that results from an assault upon a bargaining unit employee while that employee is performing in the course and scope of assigned job duties. A certificate must be furnished by the treating physician stating the nature of the disability and the anticipated period of disability. To be entitled to assault leave, the employee must:

1. File a written report with the Superintendent within one (1) work day (unless precluded from doing so by the physical disability, in which case the report shall be filed as soon as the employee is physically capable), stating the facts, identifying the assailant, if known, and stating the name and address of all known witnesses;
2. File a criminal complaint against the assailant;
3. Cooperate fully with the prosecutor in preparing a case against the assailant;
4. Be ready, able, and willing to testify about the assault and against the assailant;
5. If the employee drops the case or instructs the prosecutor to withdraw or dismiss the case, the employee shall forfeit all assault leave pay.

During the employee's period of absence, pending application for assault leave, days absent will be charged to sick leave. After eligibility for paid assault leave is

established, the sick leave days taken will be credited back to the employee and those days will be charged to assault leave. The Superintendent may review any unusual situation for special consideration and make a recommendation to the Board that the eligibility provisions of this Section be waived in whole or part, but the recommendation, to be effective, requires Board approval. The Board may, at its expense, have the employee examined by a Board-designated physician.

C. Personal Leave

1. Subject only to the provisions appearing below, all employees shall be eligible for three (3) unrestricted personal leave days per school year. Requests for personal leave must, except in case of emergency, be made to the immediate supervisor at least twenty-four hours prior to such leave. The personal day shall not be taken immediately before or after a holiday unless prior permission has been granted by the superintendent. Up to one (1) personal leave day per year may be banked and/or carried forward to the following year, to a maximum of five (5) days total, for future use by an employee.

An employee will not be credited or compensated for personal leave days not banked or used by the end of the contract year.

2. In no event will more than three (3) bus drivers be permitted to take personal leave on the same day; preference under this provision will be given to those employees who first apply for leave.
3. Except as otherwise stated in this paragraph, personal leave may be used in one-half (1/2) day increments. In the case of a bus driver whose regular duties include a mid-day function (whether driving or some other function) in addition to a morning and afternoon route, sick leave or personal leave may be used in one-third (1/3) day increments.
4. No personal leave days may be taken after May 15 unless special circumstances approved by the employee's immediate supervisor are pre-approved, if possible, two (2) weeks in advance of the requested date of the leave.

D. Work-Related Leave

Absences to attend meetings, conventions, conferences, or workshops that serve to advance the welfare of the District may be granted by the Superintendent without loss of pay or benefits to a bargaining unit employee.

E. Unpaid Leave

1. Period of Leave

The Board may grant a leave without pay or benefits for professional, educational, or other purposes for not more than two (2) school years. Any person employed from outside the bargaining unit to replace a bargaining unit employee on leave shall be on a probationary contract.

2. Application for Leave

A request for leave must be submitted to the Superintendent in writing, state the specific dates requested, and be accompanied by all documentation relevant to justification for the leave.

3. Return from Leave

Upon return to service at the expiration of leave, the employee shall resume the contract status held prior to leave. Approved leave time shall not count toward continuing contract status.

4. Purchase of Insurance

A bargaining unit employee on approved leave may purchase medical, dental, and/or vision insurance at the Board rates, subject to the following conditions:

- a. The employee must submit to the Treasurer a written request to purchase such insurance by the date leave is approved by the Board.
- b. The employee must pre-pay the total premium for the selected insurance(s) by not later than ten (10) days before the end of month for the next ensuing month.
- c. Failure to meet the above conditions shall result in cancellation of insurance for the employee on leave.

F. Family and Medical Leave Act

1. A bargaining unit employee may use unpaid family leave for the purposes and on the conditions set forth in the Family and Medical Leave Act of 1993. The Superintendent must be notified of the desire to use leave at least thirty (30) calendar days in advance if the need for leave is

foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for leave. The notice must specify that "Family Leave" is the type of leave being taken.

2. The twelve-month period during which an eligible employee may use up twelve (12) weeks of unpaid leave is a rolling twelve-month period assured backward from when the employee uses leave under the Act.
3. During leave under this Section, the Board will continue to pay the contributions it makes for an employee on the active payroll to continue participation in insurance fringe benefits under Article X of this Agreement.

G. Jury Duty Leave

With respect to any scheduled work day on which a bargaining unit employee must perform jury duty, the employee will receive his/her regular compensation minus any compensation received from the court for that day, provided written proof of jury duty service is presented to the Superintendent. Time served for jury duty will not be charged to sick leave or personal leave.

H. Absence Without Pay

1. A bargaining unit employee needing to be absent for a reason(s) not governed by Section A through G of this Article may request to be absent without pay. A request must be submitted to the Superintendent in writing, specify the dates of requested absence, and be signed by the employee. Such a request shall be limited to no more than three (3) work days within a school year, except that the initial use in a particular year may be for five (5) consecutive work days.
2. Requests must be approved by the Superintendent at least two (2) work days in advance. The Superintendent will consider the availability of substitutes, the nature of the job, the impact on the smooth functioning of District schools, and the employee's work/absence record when determining whether to approve a request. The advance notice requirement may be waived under unusual or emergency circumstances, at the discretion of the Superintendent.

I. Notice of Leave

1. A bargaining unit shall, using the appropriate form, furnish as much advance notice of the need for leave as is practicable. If urgent circumstances preclude advance notice, the paperwork should be filled out

as soon as possible. If leave for more than five (5) consecutive work days is known to be needed, the employee should complete the paperwork in advance in consultation with the District's Human Resources Coordinator.

J. Sick Leave Donation Program

1. In the event of a catastrophic event or situation involving a staff member and/or his immediate family, the Association President and the Superintendent may need to set up a sick leave donation plan.

Although the specific details of the plan are to be discussed, the minimum guidelines of such a plan shall be:

- a. The employee must exhaust his or her own sick leave first;
- b. Donations from an employee must be in units of one (1) day;
- c. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated days; and
- d. The employee who is using donated sick leave must use the sick leave in increments of at least one (1) day.

ARTICLE VIII

INSURANCE FRINGE BENEFITS

A. Medical Insurance

1. The Board shall continue to provide current medical and prescription drug insurance coverages and benefit levels until October 1, 2009, at which time the specifications will change to conform with the attached Appendix D, with the further understanding that the maximum age of a full-time student dependent will be changed from 23 to 25.

Allocation of the monthly cost between the Board and employee shall continue in the amounts currently in place with the further understanding that, should the current monthly cost of either family or single coverage increase, the amount of such increase shall be shared 75% by the Board and 25% by the employee.

2. For employees who regularly work less than full-time, the Board's contribution to the monthly premium shall be reduced proportionately

from the amount otherwise payable by the Board under Paragraph 1 of this Section, with the numerator being the number of hours worked per day and the denominator being the number appearing in Article I, Section C of this Agreement for the employee's particular job classification, but in no event more than seven (7). If the employee elects insurance coverage under this Section, the employee shall pay the difference between the Board contribution and the actual premium by payroll deduction. An employee regularly scheduled to work fewer than four (4) hours per day shall not be entitled to a Board contribution under this Section, but may elect to purchase the insurance fringe benefit solely at his/her expense during the enrollment period applicable to the benefit.

3. An employee who currently has a prescription drug card and who elects not to have the card for the remainder of the term of this Agreement will receive a lump-sum payment of \$500.00 if on family coverage (\$350.00 if on single coverage) at the end of each full insurance year (October through September) during which the card was relinquished.

B. Dental Insurance

The Board shall continue to provide current dental insurance benefits for bargaining unit employees. Allocation of the monthly cost between the Board and employee shall continue in the amounts currently in place. Should the current monthly cost increase, the amount of such increase shall be shared equally by the Board and the employee. For employees who regularly work less than full-time, the Board's contribution to the monthly premium shall be reduced proportionately, with the number appearing in Article I, Section C of this Agreement for the employee's particular job classification, but in no event more than seven (7). If the employee elects insurance coverage under this Section, the employee shall pay the difference between the Board contribution and the actual premium through payroll deduction. An employee regularly scheduled to work fewer than four (4) hours per day shall not be entitled to a Board contribution under this Section, but may elect to purchase the insurance fringe benefit solely at his/her expense during the enrollment period applicable to the benefit.

C. Vision Insurance

The Board shall continue to provide current individual vision insurance benefits for bargaining unit employees and their families. Should the current monthly cost increase, the amount of such shall be shared equally by the Board and the employee. The monthly amount to be paid by the Board for each employee shall be 75% of the plan, and the employee will pay 25%. For employees who regularly work less than full-time, the Board's contribution to the monthly premium shall be reduced proportionately, with the numerator being the number of hours worked per

day and the denominator being the number appearing in Article I, Section C of this Agreement for the employee's particular job classification, but in no event more than seven (7). If the employee elects insurance coverage under this Section, the employee shall pay the difference between the Board contribution and the actual premium through payroll deduction. An employee regularly scheduled to work fewer than four (4) hours per day shall not be entitled to a Board contribution under this Section, but may elect to purchase the insurance fringe benefit solely at his/her expense during the enrollment period applicable to the benefit.

D. Medical, Dental, and Vision Insurance Study Committee

Either party may request (in writing) that a committee be formed to review cost saving options relative to medical or dental, or vision insurance. When such a request is made, each party may name up to seven (7) persons to committee and the initial meeting shall be convened within thirty (30) days of the receipt of the written request.

E. Life Insurance

The Board shall provide group term life insurance for bargaining unit employees. The amount of coverage shall be \$40,000. The Board will pay the monthly premium cost.

F. Liability Insurance

Liability insurance shall be provided for bargaining unit employees at no cost which minimally complies with the applicable provisions of the Ohio Revised Code.

G. Insurers

The Board reserves the right to self-insure or to change the insurance carrier for any benefit provided under this Article. At least fourteen (14) calendar days prior to implementing any change, the Board will give the Association President written notice of the change.

H. For purposes of Section A through G of this Article, if a bargaining unit employee is regularly assigned to more than one (1) job classification, in calculating the Board's contribution to the monthly insurance premium the numerator will be the sum of the regular hours of the classifications to which the employee is assigned and the denominator will be seven (7).

I. Health and Prescription Drug Insurance Option

A full-time employee who waives his/her right to health and prescription drug

insurance coverage under this Article shall receive a payment each year subject to the following conditions:

- a) The employee must waive his/her right to coverage in writing and submit this form to the Treasurer no later than September 15.
- b) Coverage must be waived for the period of the District's insurance year (October through September).
- c) The amount of the payment shall be \$1,175.00 (family coverage) and \$430.00 (single coverage). This amount shall be paid in two (2) equal installments. The first will be due on or before January 15; the second will be due on or before June 1. In a case where both spouses are employed in the District, a spouse who waives direct coverage under this provision but remains covered as a family member under the other spouse's insurance will be entitled to the family coverage payment of \$800.00 if application is made by November 1, 2000. Thereafter, a spouse who waives family health and prescription drug insurance shall qualify upon application for the single coverage payment of \$375.00.
- d) An employee who uses this option and who then loses alternative health and prescription drug coverage through the layoff, death, or divorce of a spouse will be permitted to enroll in the Board's health and prescription drug insurance plan, provided that the employee will forfeit any payment he/she has received or becomes eligible to receive, prorated to the part of the year the employee resumes Board coverage.
- e) An employee may qualify for payment under this provision or the \$500/\$350 payment for relinquishing the prescription drug card under Paragraph 3 of Section A of this Article above, but not both.
- f) This provision shall automatically renew for each succeeding insurance year unless the Superintendent gives the Association President written notice by September 1 of the Board's intent not to continue this option, in which case this provision will expire at the end of that insurance year.

J. Section 125 Plan

The Board will continue to provide an Internal Revenue Code Section 125 Plan as to employee contributions toward monthly insurance premium costs, unreimbursed employee medical expenses, and child-care expenses for the duration of this agreement.

ARTICLE IX  
COMPENSATION

A. General

1. Compensation shall be at an hourly wage rate as established by placement on the appropriate wage schedule set forth in Appendix B. An employee who has worked in the District and been compensated for at least 120 days shall be advanced one (1) step vertical on the pay scale, effective the next ensuing July 1. An employee who has worked and been compensated for 119 or fewer days in a given school year shall not be entitled to a vertical step advancement on July 1.
2. A new bargaining unit employee may receive up to two (2) steps of vertical wage schedule placement credit upon being hired, with the further understanding that additional vertical placement credit may be granted by the Superintendent on a case-by-case basis.
3. If an employee transfers to a related job classification (e.g., from a Secretary #3 to a Secretary #2), the employee will be credited on the wage schedule in the new classification with all years of experience previously credited in the related classification.
4. If an employee transfers to an unrelated job classification (e.g., from a bus driver to a custodian), the employee will be placed on the wage schedule at step 0 in the new classification.
5. The Board will make an annual longevity payment of \$450 to an employee who has twenty-five (25) or more years of vertical wage schedule placement credit. This payment will be made on the last regularly scheduled payday in June of the school year in which the 25<sup>th</sup> year of vertical credit is achieved if the employee completes the school year; however, if an employee starts the school year as an active employee and dies prior to the end of the school year, the entire payment will be paid on the June payday in accordance with Section 2113.04 of the Ohio Revised Code or to the employee's estate.

B. Extra Bus Trips

Pay for extra bus trips shall be at the hourly rate of \$11.50 for time not regularly scheduled. No driver shall lose regular pay if unable to make a regular run because of an extra bus trip. This pay shall be increased to \$11.75 per hour effective July 1, 2010, and to \$12.00 per hour, effective July 1, 2011.

C. Worker's Compensation

An employee shall report all injuries suffered while in the course and scope of his employment to his supervisor prior to the end of the work day, and shall then fill out an application for Workers' Compensation.

D. Association Dues Deduction

Bargaining unit employees may authorize the Board to make payroll deductions for periodic Association due, initiation fees, and assessments as follows:

1. The Association will submit a written deduction authorization form signed by the individual employee to the Treasurer on or before the first Friday in October of the school year in which deductions are to begin. Unless revoked in accordance with Paragraph 3 below, an authorization will continue from year to year.
2. Authorized deductions will be made in equal installments from the last paycheck each month from November through August.
3. Any revocation of dues deduction authorization must be in writing and submitted to the Treasurer.
4. The Treasurer will remit monthly the aggregate authorized amount deducted to the Association.

E. Other Payroll Deductions

Other payroll deductions as required by law will be made in accordance with procedures set by the Treasurer.

F. Call Outs

A bargaining unit employee who is specially required to report for duty for a period of time that is not contiguous with his/her normally assigned work hours will receive pay for not less than one (1) hour irrespective of whether time on such job take a full hour.

G. Overtime

1. Hours worked means all hours during which the employee is required to be on duty - generally from the required starting time to the normal quitting time. Overtime applies only where an employee actually works more than forty (40) hours in a particular work week.
  - a. Meal periods do not count as hours worked unless the employee is required to perform work duties during such periods.

- b. Break periods of fifteen (15) minutes or less do count as work time.
  - c. Any period of leave during which the employee does not actually work does not count as hours worked.
- 2. Employees who begin work earlier or who work later than their regularly assigned hours must receive prior authorization from the immediate supervisor.
  - 3. Employees who work more than forty (40) hours during any particular work week will either be paid overtime for such hours in excess of forty (40) at the rate of time and one-half or, if the employee prefers, receive compensatory time off in lieu of overtime pay on a time and one-half basis to the extent permitted by law.
    - a. Efforts will be made to permit any compensatory time off at a time mutually agreed upon by the employee and his supervisor. However, where an absence would disrupt District operations, the Board retains the right to postpone compensatory time usage. In all cases, compensatory time earned during a school year must be taken by the end of that school year (June 30), except that compensatory time earned after June 15 may be taken between June 15 and the following September 1. An employee who resigns from the District will be paid, at his/her regular rate, for all unused compensatory time.
    - b. Employees with unused compensatory time who are terminated or who terminate their employment are expected to use such compensatory time to the maximum extent possible prior to the last day of employment.
  - 4. No overtime will be worked unless specifically authorized by a supervisor in advance. Further, the Board shall attempt to contain costs by assigning extra hours to person with lower hours worked so as to hold hours worked to or below forty (40) hours in any work week.

#### H. Holidays

- 1. Bargaining unit employees regularly employed on an eleven (11) or twelve (12) month basis are entitled to the following paid holidays: New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Independence Day; Labor Day; Fair Day; Thanksgiving Day; the day after

Thanksgiving; the day before Christmas; and Christmas Day. Bargaining unit employees regularly employed on a nine (9) or ten (10) month basis are entitled to the same paid holidays with the exception of Independence Day and Fair Day. Bargaining unit employees regularly employed for less than nine (9) months in a school year are entitled to the paid holidays enumerated above, if any, that fall within the particular employee's time of employment with the school year. A bargaining unit employee may annually elect to take Good Friday as a holiday in lieu of either Martin Luther King Day, Presidents Day, or Fair Day. Written notice of such election must be received by the employee's immediate supervisor on or before the preceding August 1.

2. To be eligible for holiday pay, an employee must actually work all of the employee's scheduled work day next preceding and next following the holiday, unless properly excused from attendance on either or both days.
3. If a holiday falls on a Saturday, the immediately preceding Friday shall be celebrated as the holiday (if Christmas falls on Saturday, the preceding Thursday will be regarded as the day before Christmas). If a holiday falls on a Sunday, the immediately succeeding Monday shall be celebrated as the holiday.
4. An employee required to work on a holiday to which the employee is entitled under this Article shall be paid double-time (that is, straight-time pay plus holiday pay) for the hours actually worked (if Christmas falls on Sunday or Monday, the preceding Friday will be regarded as the day before Christmas).
5. A bargaining unit employee assigned to work on the day before New Year's Day will be released without a loss in pay one-half (1/2) day early on such day.

I. Vacations

1. Bargaining unit employees regularly employed on an eleven (11) or twelve (12) month basis are entitled, after one (1) year of full-time service, to annual paid vacation time as follows:

<u>Years of Full-Time Service</u>	<u>Vacation Days</u>
1 through 9	10
10 through 19	15
20 or more	20

A year of full-time service under this paragraph means a year in which the

employee was in service for not less than eleven (11) months. Vacation benefits are earned based on the employee's anniversary of employment.

2. Pay for vacation days shall be at the regular straight-time rate the employee would have received had the employee worked the days in question. Vacation days must be taken in at least half-day increments.
3. To the extent practicable, vacation will be scheduled at the time requested by the employee, but the Superintendent shall have the final right of approval in order to prevent undue disruption of school operations. A vacation request must be submitted in the appropriate form to the employee's immediate supervisor (the Superintendent during the summer recess) at least five (5) work days in advance. However, if the employee does not receive verification (acceptance or denial) of the request within three (3) work days after submission, the request shall be deemed approved. If two (2) or more employees request the same time for vacation, the employee with the greater length of continuous service will be given a preference provided the employee's request was communicated to the Superintendent in writing at least thirty (30) days in advance.
4. If a holiday enumerated in Section H of this Article falls during the scheduled vacation of an employee, the employee shall be granted an additional day's paid vacation at the end of the vacation period.
5. Upon separation from employment, except in the case of termination for misconduct, an employee shall be entitled to compensation for all accrued and unused vacation credited during the two (2) years immediately preceding separation and a prorated portion of earned but unused vacation time for the current year. In case of death, such compensation shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to the employee's estate.

J. Severance Pay

1. A bargaining unit employee with ten (10) or more years of service with the State of Ohio, a political subdivision, the Board, or any combinations thereof, and who applies for and qualifies for service retirement under Chapter 3309 of the Ohio Revised Code within one hundred twenty (120) calendar days after the employee's last day of employment by the Board shall be eligible for severance pay.
2. The amount of severance pay shall equal one-fourth (1/4) of the value of the employee's accrued but unused sick leave days but in no event more than thirty-five (35) such days. However, if the employee has fifteen (15)

or more years of service with the Board, the maximum shall be one-fourth (1/4) of the value of the employee's accrued but unused sick leave days but in no event more than forty (40) such days. If the employee has twenty-five (25) or more years of service with the Board, the maximum shall be one-fourth (1/4) of the value of the employee's accrued but unused sick leave days but in no event more than forty-five (45) such days. Payment shall be based on the employee's regular straight-time rate at the time of retirement. Payment under this Section shall eliminate all accrued sick leave credited to the employee.

3. Each employee shall be entitled to a bonus of a maximum of forty (40) additional days of severance pay, based on one-fourth (25%) of accrued but unused sick leave under the following conditions:
  - a. A letter of resignation/retirement must be submitted no later than March 31<sup>st</sup>, 3:30 p.m. to qualify for the entire severance bonus pay.
  - b. A 10% dockage of sick days accumulated will occur if the letter of resignation/retirement is received after March 31 but before May 31<sup>st</sup>, 3:30 p.m. (Example: 200 accumulated sick days minus 20 days dockage equals 180 days as one's severance base.)
  - c. An additional 10% dockage of sick days accumulated will occur if the letter of resignation/retirement is received after May 31<sup>st</sup> but before June 30<sup>th</sup>, 3:30 p.m. (Example: 200 accumulated sick days minus 40 days -- 10% and 10% -- dockage, equals 160 days as one's severance base.)

Once an employee meets School Employees Retirement System retirement qualifications, he/she may retire at any point during the school year. The employee must supply the district's treasurer with retirement verification information.

4. Payment will be made within sixty (60) days after verification of the first retirement.
5. If an employee with ten (10) or more years of service with the District dies prior to retirement, the amount of severance pay to which the employee would have been entitled, as calculated in accordance with the above formula, shall be paid to the estate of the employee.

#### K. Mileage Reimbursement

If the Board requires a bargaining unit employee to travel in his/her own vehicle for job-related purposes (other than commuting to and from work), the employee will

receive mileage reimbursement at the rate of fifty cents (.50) per mile after completion and submission of any required expense forms. Should the rate for any other bargaining unit be set above fifty cents (.50), the rate for employees in this bargaining unit will automatically be adjusted to that amount.

L. Pay Days

1. Bargaining unit employees will be paid in twenty-six equal pays. It is mutually recognized that a three (3) week hiatus between two (2) pays occurs every few years in order to avoid a twenty-seventh (27th) pay in a fiscal year. In no case shall there be less than two (2) weeks between pays. If a pay day falls on a holiday, the preceding work day shall be the pay day. Any overtime or extra work pay to which an employee may be entitled will be paid by not later than the scheduled pay day applicable to the first full pay period following receipt by the Treasurer of any required documentation for such pay.
2. With respect to bargaining unit employees regularly employed on a twelve (12) month basis, in annualizing an employee's pay for purposes of calculating twenty-six (26) equal pays under this Section the employee's actual number of regularly scheduled work days over the course of the particular school year (July 1 through June 30) will be determined and used as the basis for the calculation. The employee's daily rate for that school year will equal the annualized amount thus calculated multiplied by a fraction with numerator being one (1) and the denominator being the employee's actual number of regularly scheduled work days for the school year in question.
3. All bargaining unit employees will be paid by direct deposit into the account authorized by the employee in writing to the Treasurer.

M. Calamity Days

1. All bargaining unit employees will be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed because of an epidemic or other public calamity.
2. If the Board is required to make up a calamity day in order to satisfy the requirements of Section 3317.01 of the Ohio Revised Code, employees will not be paid for work performed on the make-up day except to the extent, if any, that such work by a particular employee exceeds the hours for which that employee was paid without having to work on the calamity day being made up.

3. When schools are closed due to an epidemic or other public calamity, employees shall report to work, if physically possible, upon notification by their supervisors that their services are required.
4. All twelve (12)-month employees will call their respective building supervisors as soon as school closure has been announced and inform the supervisors as to their specific circumstances for the day.

N. SERS Pick-Up

The Board will continue to pick-up the contributions of bargaining unit employees to the School Employees Retirement System through the salary restatement method.

- O. An employee must give ten (10) work days advance written notice of resignation. If the employee fails to give such notice, the Board may deduct from the employee's pay his/her daily rate multiplied by the days equal to the difference between ten (10) work days and the number of work days advance notice was actually given.

P. Reimbursement for Criminal Background Checks

The Board agrees, not more than once every five (5) years, to reimburse each bargaining unit employee for the actual cost of a legally required BCI&I/FBI criminal background check up to a maximum cost of forty-six dollars (\$46.00). This provision, however, does not apply to the cost of the initial background check made in connection with the Board's hiring of the employee, except in the case of bus drivers.

## ARTICLE X

### LAYOFF AND RECALL

- A. The Board may make a reduction in force by reason of decreased pupil enrollment, the return to duty of regular employees after leaves of absence, the suspension of schools or territorial changes affecting the District, or financial reasons. Should the Board decide to implement such a reduction in force in a particular job classification, it shall be based upon seniority. Recall from a reduction in force shall also be to the job classification and based upon seniority.
- B. An employee to be laid off will be given at least ten (10) calendar days advance written notice. A copy of the notice will be furnished to the Association President. The notice shall state the reason for the reduction in force and the effective date of the layoff.
- C. Employees shall retain recall rights for twenty-four months from the date of layoff. During a time of layoff, an employee must advise the Superintendent (in writing) of

any change in name, address, or telephone number and must accept or reject a recall to the job within three (3) calendar days. Failure to advise the Superintendent of any change in name, address, or telephone number or failure to respond to a certificated mail notice of recall within seven (7) calendar days of mailing shall terminate any and all recall rights.

- D. An employee may continue insurance fringe benefits while on layoff by prepaying the monthly premium in full. Such option shall end when the employee is recalled, is hired by another employer who provides insurance benefits, or after expiration of federal COBRA requirements, whichever should come first.
- E. "Seniority" is defined as an employee's length of continuing full-time or part-time service in the District (irrespective of paid or unpaid status and full time or part time) under a regular contract of employment. A contract for casual, as-needed, or substitute service is not a regular contract for this purpose. If two (2) or more employees have identical seniority, the tie will be broken by the flip of a coin in the presence of a designated Association representative.
- F. By November 1 of each school year, the Board will post in a conspicuous place in each building where employees work a seniority list applicable to the bargaining unit. Each employee shall have only one (1) seniority date. If an employee disputes his/her seniority date, the employee shall file a written protest with the Superintendent by not later than November 10; should November 10 fall on a weekend or holiday, this deadline shall be extended to the next succeeding scheduled work day.

## ARTICLE XI

### JOB VACANCIES

When a vacancy occurs in any classification in the bargaining unit, it shall be posted, unless the Board elects not to fill the vacancy, in a conspicuous place in each building where employees work for a period of five (5) work days. A copy of the posting will be furnished to the Association president. In fill in vacancies, the following shall apply:

- A. The posting shall include the title of the position, any special job qualifications (such as a CDL or other credential) that may be required, the entry wage rate, the location where the work is to be performed (if known), the date of posting, and the last date for which an application for the position can be submitted.
- B. The purpose of the posting is to allow current employees to express an interest in transferring to the posted position.

- C. An employee wishing to be considered for transfer to the posted post in must file a written request by the cutoff date as stated in the posting.
- D. If a vacancy occurs during the summer recess when schools are not in session, a copy of the posting will be mailed to a less-than-12-month employee if such employee has requested to be notified of such vacancies and has furnished the Treasurer with an adequate number of self-addressed, stamped envelopes for this purpose. The cutoff date dated in the posting shall apply, and the Board shall not be held responsible for any delay that may occur in the postal service.
- E. If an employee is awarded a new position which places the employee in a different classification and the employee's proves unsatisfactory, or the employee is dissatisfied with the position, such employee may be returned to his/her former classification (same total hours and appropriate wage placement) within twenty (20) work days of beginning the new position. No seniority right shall be lost due to the return to classification.

## ARTICLE XII

### BUS ROUTE & TRIP ASSIGNMENTS

#### A. Bus Route Assignments

This Article applies only to bargaining unit bus drivers. During the fourteen (14) calendar day period immediately preceding the opening of schools for a particular school year, all drivers will be afforded an opportunity in accordance with the provisions of this Section to apply for all bus routes that will be operating as of the opening of schools that year if, and only if, either of the following two (2) conditions applies:

1. The total number of routes that will be operating as of the opening of schools is different from the total number of routes that operated as of the beginning of the immediately preceding school year; or
2. Each route making up at least one-quarter (25%) of all the routes that will be operating as of the opening of schools deviates in terms of its operating time by not less than fifteen (15) minutes from the time allocated to that route as of the and of the immediately preceding school year.

If such a system wide opportunity for drivers to apply for routes is triggered by operation of the above provisions of this Section, the driver with the greatest seniority (as defined in Article X, Section D of this Agreement) will be accorded the first selection of routes followed by the driver with the next-greatest seniority followed by a repetition of this procedure until all drivers have been awarded routes; if for any reason a driver is not awarded the route to which his/her seniority would otherwise entitle him/her under this Section, the Board

will either (1) assign that driver to a route with at least the same amount of time, or (2) assign that driver to a route with less time but compensate the employee (both in terms of wage rate and insurance fringe benefit entitlements) as if he/she had been awarded the route for which he/she applied.

When a vacancy occurs that does not trigger the above procedures, the general job vacancy provisions of Article XI shall apply.

#### B. Extra Trips Defined

1. Extra trips for regular route drivers are trips which are available during non-scheduled driving times.
2. Extra trips which overlap or otherwise interfere with a regular bus route will normally be assigned to substitute drivers.

#### C. Extra Trip Assignment Procedure

1. For purposes of implementing the provisions described below regular drivers interested in taking extra trips will make their interest known in writing to the Transportation Director prior to August 1 of each year. This opportunity to declare an interest in taking extra trips will occur during the last two (2) full weeks of October and again during the last two (2) full weeks of February. An extra trip roster will be developed after each declaration period with all such drivers listed by seniority. A new driver employed after July 1 shall notify the Transportation Director in writing within ten (10) work days following employment of whether he/she wishes to be placed on the roster.
2. During the week immediately prior to the start of school, all extra trips will be posted and drivers on the trip roster developed under Paragraph 1 above will select one (1) trip by seniority until all trips have been selected. The selection will occur at a meeting of drivers convened for this purpose. A driver cannot select a trip that conflicts with his/her regular route(s), or a trip that conflicts with a trip he/she previously has selected.
3. The selection process described in Paragraph 2 above shall be repeated during the first week of November to determine extra trips for the next season. This process shall then be repeated again during the first week of March to determine extra trips for the next season.
4. Not later than one (1) week after any selection under Paragraphs 2 or 3 above, the Transportation Director will post on the bus garage bulletin board a list

showing each participating driver's name and all trips drawn by that driver (including the dates and times of the trips) .

5. Extra trips that become available and are scheduled after the applicable selection period, and summer extra trips, shall be posted at least seven (7) days in advance. Those drivers available and interested shall apply in writing to the Transportation Director for such trips. The assignment of trips under this provision shall be made on a rotating seniority basis. If a driver chooses to refuse a trip, written notice of the refusal must be submitted to the Transportation Director within twenty-four (24) hours. If a driver refuses or is unable to take the trip because of a conflict with the driver's regular route or other obligations in the District, he/she shall be rotated to the bottom of the list.
  6. If cancellation of an extra trip occurs without at least one (1) hour's advance notice to the driver, the driver shall be paid one (1) hour at the extra trip rate. A driver who loses a trip due to such cancellation will be offered a future rescheduled cancelled trip or new trip for which the driver, based on his/her work schedule, is available; such offer will only be made once as to a particular lost trip.
  7. At the beginning of each season, those drivers interested in driving extra trips during tournament play shall notify the Transportation Director in writing of such interest. If drivers are needed for tournament play, the Transportation Director shall, with respect to the names submitted, assign such trips on a rotating seniority basis.
  8. The Transportation Director reserves the right to assign a driver to a trip in the event a trip is not assigned through the lottery process described in Paragraphs 2 and 3 above or the seniority rotation process described in Paragraph 5 above; this would include trips, for example, where less than seven (7) days notice has been provided to the Transportation Department, or driver illness, etc.
  9. Any errors made in any area concerning trips will be addressed but are not grievable. Any necessary adjustment will be made as soon as practicable.
- D. Bus Parking

Buses will be parked at the Bus Garage unless authorized by the Transportation Director to be parked elsewhere.

E. Pre-Trip Inspection

Each bus route shall have a total of thirty (30) minutes over and above actual driving time for pre-trip inspections. The inspections must be documented on the prescribed form.

F. Bus Washing and Cleaning

Each regular driver shall be allowed up to twenty (20) washings and cleanings of his/her assigned bus per school year, to be paid at the current trip rate. Time allowed for each washing and cleaning shall not exceed one (1) hour. Time slips for this function shall be turned in to the Transportation Director - no more than seven (7) bus washings and cleanings within a particular quarter (3 months). The Treasurer shall establish the calendar quarters applicable to each school year.

G. CDL Renewal

With respect to a regular driver's CDL renewal (but not a driver's initial CDL), the Board will pay the driver the difference between the cost of the CDL renewal and the cost of a normal operator's license. The Board will also pay the cost of a regular driver's annual abstract, unless the abstract disqualifies the driver from driving for the Board.

H. A regular driver who reports for work on a delay day due to inclement weather, and the route is later rerun, will be compensated for not less than one (1) hour at his/her regular rate for the initial delayed route. This provision does not apply if the driver arrives for work more than thirty (30) minutes prior to the driver's regularly scheduled route departure time.

I. Each regular driver shall maintain a current seating chart for each of his/her routes.

J. All personnel assigned to the Transportation Department may be assigned to driving duties if the need arises.

## ARTICLE XIII

### DISCIPLINE PROCEDURE

A. The Board agrees to follow traditionally recognized principles of progressive discipline to insure the fair, timely and equitable treatment of its employees in disciplinary action. Disciplinary action may range from a verbal reprimand to a written reprimand to a suspension for a definite period to termination. Each employee may have a representative present at any disciplinary meeting.

- B. When disciplinary action is taken against an employee, the following procedure will be used for similar or like infractions:

1st Level - Verbal reprimand by the employee's immediate supervisor.

This verbal reprimand will be recorded, but if no further infraction occurs, the record will not be placed in the employee's personnel file.

2nd Level - A written reprimand will be sent to the employee by his/her immediate supervisor within ten (10) work days of the infraction or of when the supervisor may reasonably be charged with knowledge of the infraction. If requested by the employee, a meeting will be held with the employee, the employee's representative and the immediate supervisor. A copy will be dated and given to the affected employee and another copy will be placed in the employee's personnel file.

3rd Level - An employee who continues the behaviors necessitating the use of disciplinary action, will, after the third occurrence, be suspended for three (3) work days without pay. Upon the employee's return from suspension, a meeting will be held with the employee, the employee's representative and the employee's immediate supervisor to discuss the problem and to design a specific course of corrective action. The Superintendent, as the Board's designee, shall be responsible for suspending the employee.

4th Level - Termination

- C. A supervisor, at his/her option, may bypass lesser degrees of discipline for misconduct by the employee (e.g.: intoxication on the job; destruction or threat of destruction of property) of such severity that it warrants the employee's immediate removal from the premises. The Superintendent may take action up to and including termination in cases of intolerable misconduct.
- D. Discipline will not be imposed under this Article arbitrarily or capriciously, and may be reviewed on that basis under the terms of the grievance procedure appearing in Article VI. This Article shall not be construed to subject to review decisions that are not subject to the grievance procedure under the terms of Article V, Section E of this Agreement.
- E. The termination of an employee under Section 3319.39 of the Ohio Revised Code shall be governed solely by the terms of that statute and no provision of this Agreement shall apply.

## ARTICLE XIV

### LABOR-MANAGEMENT CONFERENCES

- A. Three (3) persons appointed by the Superintendent and three (3) persons appointed by the Association President shall meet from time to time as the Superintendent and Association President shall mutually agree for the purpose of discussing matters of mutual concern.
- B. Such meetings shall not interfere with any bargaining unit employee's work schedule. shall be compensated, and shall not exceed two (2) hours in length, unless otherwise mutually agreed.

## ARTICLE XV

### MEDICAL EXAMINATIONS

If the Board requires an employee to undergo a physical or psychiatric examination by a Board-designated physician, the Board will pay the full cost of such examination.

## ARTICLE XVI

### SMOKE-FREE WORK ENVIRONMENT

Smoking or any use of tobacco products shall be prohibited in school buildings and school vehicles and on school grounds at all times.

## ARTICLE XVII

### PERSONNEL FILES

- A. An official personnel file shall be maintained for each bargaining unit employee in the Board office.
- B. No anonymous complaint or letter shall be included in an employee's personnel file.
- C. Access to the personnel file shall be available during regular office hours to the employee and his/her representative. No part of the file may be removed from the office. Privileged information such as confidential credentials and personal references are exempted from review. The Board will provide the employee with a copy of any requested file material at a charge of five cents (\$.05) per page. The employee may attach a response to any file item the employee deems derogatory.

## ARTICLE XVIII

### OCCUPATIONAL SAFETY AND HEALTH

- A. Before exercising any right under Section 4167.06 of the Ohio Revised Code, an employee must contact his/her immediate supervisor or the Superintendent and review all relevant facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing notice pursuant to Section 4167.06 (B) of the Revised Code, the employee must exhaust the procedure set forth in paragraph C of this Section.
- B. An employee who wishes to assert a claim of discrimination as defined in Section 4167.13 of the Revised Code shall use the following procedure to assert such a claim, which procedure shall be exclusive means of asserting such a claim, to the exclusion of a lawsuit or any other means of challenge.
- C. The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor a bargaining unit employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under Section 4167.10 of the Revised Code until the following procedure has been exhausted:
  - 1. The employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor, within two (2) work days of the occurrence of the alleged violation.
  - 2. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Association representative may file a formal complaint with the Superintendent within two (2) work days after the conference with the immediate supervisor. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent will meet with the employee or Association representative within two (2) work days in an attempt to resolve the alleged violation. The Superintendent will respond to the complaint within five (5) work days after this meeting.

## ARTICLE XIX

### REPRODUCTION OF AGREEMENT

Following ratification of this Agreement by both parties, a final copy of the Agreement shall be provided to each bargaining unit employee, each Board member, and each administrative or

supervisory employee whose duties are relevant to the bargaining unit. In addition, the Association shall be provided ten (10) copies and the Board shall be provided thirty (30) copies. The cost of reproducing the Agreement shall be shared equally by the Association and the Board.

## ARTICLE XX

### EVALUATIONS

- A. A bargaining unit employee will be evaluated at least once per contract year. If an employee is unsure of whom his/her evaluator is, the employee may ask his/her building principal or immediate supervisor for the evaluator's identity. If the identity is still not known, the employee may ask the Superintendent, who will identify the employee's evaluator.
- B. All bargaining unit employees whose contracts are expiring are to be evaluated no later than March 15. All other employees whose contracts are not expiring shall be evaluated no later than May 15.
- C. No later than five (5) work days after completing the evaluation form, the evaluator will have a conference with the employee to discuss the contents of the evaluation; this deadline will be reasonably adjusted if the evaluation employee is absent during all or part of this period due to unforeseen circumstances. The evaluator and employee will sign the evaluation form at the end of the conference. The employee's signature does not necessarily indicate agreement with the substance of the evaluation. The employee may, within twenty (20) calendar days after the conference, attach any documents relevant to the evaluation.
- D. One (1) copy of the completed form will be included in the employee's personnel file and one (1) copy will be given to the employee. The employee will be afforded access to evaluation reports in his/her personnel file.
- E. A bus driver will not receive an evaluation immediately preceding his/her assigned bus run.

## ARTICLE XXI

### PROFESSIONAL DEVELOPMENT

With respect to training seminars, professional conferences, and the like, the Board will continue to assess any application received case-by-case. If participation in the activity is approved by the Board, the employee will be reimbursed for expenses as specified by the Board at the time of approval.

ARTICLE XXII

ENTIRE AGREEMENT / SEVERABILITY

- A. This Agreement represents the entire agreement of the parties. Upon adoption by the Board, it shall take precedence over any Board policies, rules, or regulation which may be inconsistent with this Agreement.
- B. Should any provision of this Agreement be found unlawful by the State Employment Relations Board or any court of competent jurisdiction, and if all appeals or time limits for appeals have been exhausted, that provision shall automatically terminate but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIII

DURATION

The Agreement shall remain in effect from the date of ratification by the Association and Board from July 1, 2009, through June 30, 2012.

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATE OF RATIFICATION

\_\_\_\_\_  
FOR THE BOARD

\_\_\_\_\_  
DATE OF RATIFICATION

**UPPER SANDUSKY SUPPORT STAFF  
GRIEVANCE FORM**

\_\_\_\_\_  
Grievance Number

Grievant's Name \_\_\_\_\_

Job Classification \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Statement of Facts: (attach additional sheet, if necessary) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreement Provisions Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Step 1: Immediate Supervisor**

Date Grievance Filed \_\_\_\_\_

Date Received by Immediate Supervisor: \_\_\_\_\_

Step 1 Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Step 1 Response received by USSS: \_\_\_\_\_

**Step 2: Superintendent**

Date Appealed to Step 2 : \_\_\_\_\_

Date Received by Superintendent: \_\_\_\_\_

Superintendent's Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date Step 2 Response Received by USSS: \_\_\_\_\_

**Step 3: Arbitration**

Date Appealed to Arbitration: \_\_\_\_\_

<b>BUS DRIVER</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$13.94	\$14.36	\$14.79
1	\$14.26	\$14.69	\$15.13
2	\$14.60	\$15.04	\$15.49
3	\$15.00	\$15.45	\$15.91
4	\$15.36	\$15.82	\$16.30
5	\$15.36	\$15.82	\$16.30
6	\$15.36	\$15.82	\$16.30
7	\$15.36	\$15.82	\$16.30
8	\$15.36	\$15.82	\$16.30
9	\$15.36	\$15.82	\$16.30
10	\$15.68	\$16.15	\$16.64
11	\$15.68	\$16.15	\$16.64
12	\$15.68	\$16.15	\$16.64
13	\$15.68	\$16.15	\$16.64
14	\$15.68	\$16.15	\$16.64
15	\$16.03	\$16.51	\$17.01
16	\$16.03	\$16.51	\$17.01
17	\$16.03	\$16.51	\$17.01
18	\$16.03	\$16.51	\$17.01
19	\$16.03	\$16.51	\$17.01
20	\$16.43	\$16.92	\$17.43

<b>MECHANIC</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$13.75	\$14.17	\$14.59
1	\$14.05	\$14.47	\$14.91
2	\$14.35	\$14.78	\$15.23
3	\$14.71	\$15.15	\$15.61
4	\$15.09	\$15.54	\$16.01
5	\$15.09	\$15.54	\$16.01
6	\$15.09	\$15.54	\$16.01
7	\$15.09	\$15.54	\$16.01
8	\$15.09	\$15.54	\$16.01
9	\$15.09	\$15.54	\$16.01
10	\$15.51	\$15.97	\$16.45
11	\$15.51	\$15.97	\$16.45
12	\$15.51	\$15.97	\$16.45
13	\$15.51	\$15.97	\$16.45
14	\$15.51	\$15.97	\$16.45
15	\$15.91	\$16.39	\$16.88
16	\$15.91	\$16.39	\$16.88
17	\$15.91	\$16.39	\$16.88
18	\$15.91	\$16.39	\$16.88
19	\$15.91	\$16.39	\$16.88
20	\$16.31	\$16.80	\$17.30

<b>HEAD MECHANIC</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$15.92	\$16.40	\$16.89
1	\$16.27	\$16.76	\$17.26
2	\$16.62	\$17.12	\$17.63
3	\$16.98	\$17.49	\$18.01
4	\$17.69	\$18.22	\$18.76
5	\$17.69	\$18.22	\$18.76
6	\$17.69	\$18.22	\$18.76
7	\$17.69	\$18.22	\$18.76
8	\$17.69	\$18.22	\$18.76
9	\$17.69	\$18.22	\$18.76
10	\$18.40	\$18.95	\$19.52
11	\$18.40	\$18.95	\$19.52
12	\$18.40	\$18.95	\$19.52
13	\$18.40	\$18.95	\$19.52
14	\$18.40	\$18.95	\$19.52
15	\$19.11	\$19.68	\$20.27
16	\$19.11	\$19.68	\$20.27
17	\$19.11	\$19.68	\$20.27
18	\$19.11	\$19.68	\$20.27
19	\$19.11	\$19.68	\$20.27
20	\$19.79	\$20.39	\$21.00

<b>PONY/COMMODITY DRIVER</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
	\$11.35	\$11.69	\$12.04

<b>BUS TRIPS</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
	\$11.50	\$11.75	\$12.00

<b>CUSTODIAN</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$12.26	\$12.63	\$13.01
1	\$12.80	\$13.18	\$13.58
2	\$13.18	\$13.58	\$13.98
3	\$13.54	\$13.95	\$14.37
4	\$13.97	\$14.38	\$14.82
5	\$13.97	\$14.38	\$14.82
6	\$13.97	\$14.38	\$14.82
7	\$13.97	\$14.38	\$14.82
8	\$13.97	\$14.38	\$14.82
9	\$13.97	\$14.38	\$14.82
10	\$14.34	\$14.77	\$15.21
11	\$14.34	\$14.77	\$15.21
12	\$14.34	\$14.77	\$15.21
13	\$14.34	\$14.77	\$15.21
14	\$14.34	\$14.77	\$15.21
15	\$14.71	\$15.15	\$15.61
16	\$14.71	\$15.15	\$15.61
17	\$14.71	\$15.15	\$15.61
18	\$14.71	\$15.15	\$15.61
19	\$14.71	\$15.15	\$15.61
20	\$15.10	\$15.55	\$16.02

<b>CLEANER SWEEPER</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$9.71	\$10.00	\$10.30
1	\$9.80	\$10.09	\$10.39
2	\$10.08	\$10.38	\$10.70
3	\$10.29	\$10.60	\$10.92
4	\$10.46	\$10.77	\$11.09
5	\$10.46	\$10.77	\$11.09
6	\$10.46	\$10.77	\$11.09
7	\$10.46	\$10.77	\$11.09
8	\$10.46	\$10.77	\$11.09
9	\$10.46	\$10.77	\$11.09
10	\$10.68	\$11.00	\$11.33
11	\$10.68	\$11.00	\$11.33
12	\$10.68	\$11.00	\$11.33
13	\$10.68	\$11.00	\$11.33
14	\$10.68	\$11.00	\$11.33
15	\$10.94	\$11.27	\$11.61
16	\$10.94	\$11.27	\$11.61
17	\$10.94	\$11.27	\$11.61
18	\$10.94	\$11.27	\$11.61
19	\$10.94	\$11.27	\$11.61
20	\$11.13	\$11.46	\$11.81

<b>MAINTENANCE</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$13.75	\$14.17	\$14.59
1	\$14.05	\$14.47	\$14.91
2	\$14.35	\$14.78	\$15.23
3	\$14.71	\$15.15	\$15.61
4	\$15.09	\$15.54	\$16.01
5	\$15.09	\$15.54	\$16.01
6	\$15.09	\$15.54	\$16.01
7	\$15.09	\$15.54	\$16.01
8	\$15.09	\$15.54	\$16.01
9	\$15.09	\$15.54	\$16.01
10	\$15.51	\$15.97	\$16.45
11	\$15.51	\$15.97	\$16.45
12	\$15.51	\$15.97	\$16.45
13	\$15.51	\$15.97	\$16.45
14	\$15.51	\$15.97	\$16.45
15	\$15.91	\$16.39	\$16.88
16	\$15.91	\$16.39	\$16.88
17	\$15.91	\$16.39	\$16.88
18	\$15.91	\$16.39	\$16.88
19	\$15.91	\$16.39	\$16.88
20	\$16.31	\$16.80	\$17.30

<b>DIRECTOR OF MAINTENANCE</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$15.61	\$16.07	\$16.56
1	\$15.90	\$16.38	\$16.87
2	\$16.20	\$16.68	\$17.18
3	\$16.56	\$17.06	\$17.57
4	\$16.93	\$17.44	\$17.96
5	\$16.93	\$17.44	\$17.96
6	\$16.93	\$17.44	\$17.96
7	\$16.93	\$17.44	\$17.96
8	\$16.93	\$17.44	\$17.96
9	\$16.93	\$17.44	\$17.96
10	\$17.36	\$17.88	\$18.42
11	\$17.36	\$17.88	\$18.42
12	\$17.36	\$17.88	\$18.42
13	\$17.36	\$17.88	\$18.42
14	\$17.36	\$17.88	\$18.42
15	\$17.76	\$18.29	\$18.84
16	\$17.76	\$18.29	\$18.84
17	\$17.76	\$18.29	\$18.84
18	\$17.76	\$18.29	\$18.84
19	\$17.76	\$18.29	\$18.84
20	\$18.16	\$18.70	\$19.26

<b>Cashier - Satellite</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$9.51	\$9.80	\$10.09
1	\$9.71	\$10.00	\$10.30
2	\$9.80	\$10.09	\$10.39
3	\$10.08	\$10.38	\$10.70
4	\$10.29	\$10.60	\$10.92
5	\$10.29	\$10.60	\$10.92
6	\$10.29	\$10.60	\$10.92
7	\$10.29	\$10.60	\$10.92
8	\$10.29	\$10.60	\$10.92
9	\$10.29	\$10.60	\$10.92
10	\$10.46	\$10.77	\$11.09
11	\$10.46	\$10.77	\$11.09
12	\$10.46	\$10.77	\$11.09
13	\$10.46	\$10.77	\$11.09
14	\$10.46	\$10.77	\$11.09
15	\$10.70	\$11.03	\$11.36
16	\$10.70	\$11.03	\$11.36
17	\$10.70	\$11.03	\$11.36
18	\$10.70	\$11.03	\$11.36
19	\$10.70	\$11.03	\$11.36
20	\$10.88	\$11.21	\$11.54

<b>Assistant Cook</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$9.80	\$10.09	\$10.39
1	\$10.08	\$10.38	\$10.70
2	\$10.29	\$10.60	\$10.92
3	\$10.39	\$10.71	\$11.03
4	\$10.65	\$10.97	\$11.30
5	\$10.65	\$10.97	\$11.30
6	\$10.65	\$10.97	\$11.30
7	\$10.65	\$10.97	\$11.30
8	\$10.65	\$10.97	\$11.30
9	\$10.65	\$10.97	\$11.30
10	\$10.88	\$11.21	\$11.54
11	\$10.88	\$11.21	\$11.54
12	\$10.88	\$11.21	\$11.54
13	\$10.88	\$11.21	\$11.54
14	\$10.88	\$11.21	\$11.54
15	\$11.14	\$11.47	\$11.82
16	\$11.14	\$11.47	\$11.82
17	\$11.14	\$11.47	\$11.82
18	\$11.14	\$11.47	\$11.82
19	\$11.14	\$11.47	\$11.82
20	\$11.36	\$11.71	\$12.06

<b>Middle School Café Manager</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$11.59	\$12.04	\$12.40
1	\$11.76	\$12.21	\$12.58
2	\$11.93	\$12.39	\$12.76
3	\$12.19	\$12.66	\$13.04
4	\$12.36	\$12.83	\$13.22
5	\$12.36	\$12.83	\$13.22
6	\$12.36	\$12.83	\$13.22
7	\$12.36	\$12.83	\$13.22
8	\$12.36	\$12.83	\$13.22
9	\$12.36	\$12.83	\$13.22
10	\$12.67	\$13.15	\$13.54
11	\$12.67	\$13.15	\$13.54
12	\$12.67	\$13.15	\$13.54
13	\$12.67	\$13.15	\$13.54
14	\$12.67	\$13.15	\$13.54
15	\$12.90	\$13.39	\$13.79
16	\$12.90	\$13.39	\$13.79
17	\$12.90	\$13.39	\$13.79
18	\$12.90	\$13.39	\$13.79
19	\$12.90	\$13.39	\$13.79
20	\$13.13	\$13.62	\$14.03

<b>High School Manager</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$11.84	\$12.20	\$12.56
1	\$11.99	\$12.35	\$12.72
2	\$12.17	\$12.54	\$12.91
3	\$12.44	\$12.81	\$13.20
4	\$12.58	\$12.96	\$13.35
5	\$12.58	\$12.96	\$13.35
6	\$12.58	\$12.96	\$13.35
7	\$12.58	\$12.96	\$13.35
8	\$12.58	\$12.96	\$13.35
9	\$12.58	\$12.96	\$13.35
10	\$12.86	\$13.25	\$13.64
11	\$12.86	\$13.25	\$13.64
12	\$12.86	\$13.25	\$13.64
13	\$12.86	\$13.25	\$13.64
14	\$12.86	\$13.25	\$13.64
15	\$13.11	\$13.50	\$13.91
16	\$13.11	\$13.50	\$13.91
17	\$13.11	\$13.50	\$13.91
18	\$13.11	\$13.50	\$13.91
19	\$13.11	\$13.50	\$13.91
20	\$13.34	\$13.74	\$14.15

<b>Secretary I (12 months)</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$26,976.71	\$27,786.01	\$28,619.59
1	\$27,756.79	\$28,589.49	\$29,447.17
2	\$28,594.87	\$29,452.72	\$30,336.30
3	\$29,378.32	\$30,259.67	\$31,167.46
4	\$30,161.51	\$31,066.36	\$31,998.35
5	\$30,161.51	\$31,066.36	\$31,998.35
6	\$30,161.51	\$31,066.36	\$31,998.35
7	\$30,161.51	\$31,066.36	\$31,998.35
8	\$30,161.51	\$31,066.36	\$31,998.35
9	\$30,161.51	\$31,066.36	\$31,998.35
10	\$31,186.26	\$32,121.84	\$33,085.50
11	\$31,186.26	\$32,121.84	\$33,085.50
12	\$31,186.26	\$32,121.84	\$33,085.50
13	\$31,186.26	\$32,121.84	\$33,085.50
14	\$31,186.26	\$32,121.84	\$33,085.50
15	\$31,917.93	\$32,875.47	\$33,861.73
16	\$31,917.93	\$32,875.47	\$33,861.73
17	\$31,917.93	\$32,875.47	\$33,861.73
18	\$31,917.93	\$32,875.47	\$33,861.73
19	\$31,917.93	\$32,875.47	\$33,861.73
20	\$32,655.55	\$33,635.21	\$34,644.27

<b>Secretary III (10 months)</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$11.69	\$12.04	\$12.40
1	\$12.00	\$12.36	\$12.73
2	\$12.26	\$12.63	\$13.01
3	\$12.55	\$12.92	\$13.31
4	\$12.78	\$13.17	\$13.56
5	\$12.78	\$13.17	\$13.56
6	\$12.78	\$13.17	\$13.56
7	\$12.78	\$13.17	\$13.56
8	\$12.78	\$13.17	\$13.56
9	\$12.78	\$13.17	\$13.56
10	\$13.09	\$13.49	\$13.89
11	\$13.09	\$13.49	\$13.89
12	\$13.09	\$13.49	\$13.89
13	\$13.09	\$13.49	\$13.89
14	\$13.09	\$13.49	\$13.89
15	\$13.36	\$13.76	\$14.17
16	\$13.36	\$13.76	\$14.17
17	\$13.36	\$13.76	\$14.17
18	\$13.36	\$13.76	\$14.17
19	\$13.36	\$13.76	\$14.17
20	\$13.61	\$14.01	\$14.43

<b>Secretary II (10 months)</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$12.78	\$13.17	\$13.56
1	\$13.13	\$13.53	\$13.93
2	\$13.48	\$13.88	\$14.30
3	\$13.82	\$14.23	\$14.66
4	\$14.09	\$14.51	\$14.95
5	\$14.09	\$14.51	\$14.95
6	\$14.09	\$14.51	\$14.95
7	\$14.09	\$14.51	\$14.95
8	\$14.09	\$14.51	\$14.95
9	\$14.09	\$14.51	\$14.95
10	\$14.59	\$15.03	\$15.48
11	\$14.59	\$15.03	\$15.48
12	\$14.59	\$15.03	\$15.48
13	\$14.59	\$15.03	\$15.48
14	\$14.59	\$15.03	\$15.48
15	\$14.95	\$15.40	\$15.86
16	\$14.95	\$15.40	\$15.86
17	\$14.95	\$15.40	\$15.86
18	\$14.95	\$15.40	\$15.86
19	\$14.95	\$15.40	\$15.86
20	\$15.27	\$15.73	\$16.20

<b>Educational Assistant (9 months)</b>			
	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>Experience</b>	<b>2.00%</b>	<b>3.00%</b>	<b>3.00%</b>
0	\$9.81	\$10.10	\$10.41
1	\$10.88	\$11.21	\$11.54
2	\$11.22	\$11.55	\$11.90
3	\$11.36	\$11.71	\$12.06
4	\$11.56	\$11.91	\$12.27
5	\$11.56	\$11.91	\$12.27
6	\$11.56	\$11.91	\$12.27
7	\$11.56	\$11.91	\$12.27
8	\$11.56	\$11.91	\$12.27
9	\$11.56	\$11.91	\$12.27
10	\$11.85	\$12.21	\$12.57
11	\$11.85	\$12.21	\$12.57
12	\$11.85	\$12.21	\$12.57
13	\$11.85	\$12.21	\$12.57
14	\$11.85	\$12.21	\$12.57
15	\$12.07	\$12.44	\$12.81
16	\$12.07	\$12.44	\$12.81
17	\$12.07	\$12.44	\$12.81
18	\$12.07	\$12.44	\$12.81
19	\$12.07	\$12.44	\$12.81
20	\$12.34	\$12.71	\$13.09





Effective October 1, 2009, medical and prescription drug insurance specifications will be changed to conform to the following:

INSUPERMED PLUS NETWORK BENEFITS

Office Visit Co-pay/PCP	\$5
Emergency Room Co-pay	None
Urgent Care Co-pay	\$5
Annual Deductible	\$100 (Single) / \$200 (Family)
Coinsurance	\$100%
Annual Out-of-Pocket Maximum*	\$277 per individual

NON-NETWORK BENEFITS

Annual Deductible	\$150 (Single) / \$300 (Family)
Coinsurance	90% / 10%
Annual Out-of-Pocket Maximum*	\$277 per individual

PERSCRIPTION DRUGS

Retail	\$10 / \$20 / \$30
Mail Order	\$20 / \$40 / \$60

\* Includes deductible

Dependents who are full-time students are covered until age 25. Proof of full-time student status may be required by the health insurance company.

ARTICLE XXII

ENTIRE AGREEMENT / SEVERABILITY

- A. This Agreement represents the entire agreement of the parties. Upon adoption by the Board, it shall take precedence over any Board policies, rules, or regulation which may be inconsistent with this Agreement.
- B. Should any provision of this Agreement be found unlawful by the State Employment Relations Board or any court of competent jurisdiction, and if all appeals or time limits for appeals have been exhausted, that provision shall automatically terminate but all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIII

DURATION

The Agreement shall remain in effect from the date of ratification by the Association and Board from July 1, 2009, through June 30, 2012.

*Judith Skell*  
FOR THE ASSOCIATION

*June 15, 2009*  
DATE OF RATIFICATION

*Russell, President*  
FOR THE BOARD

*June 15, 2009*  
DATE OF RATIFICATION