



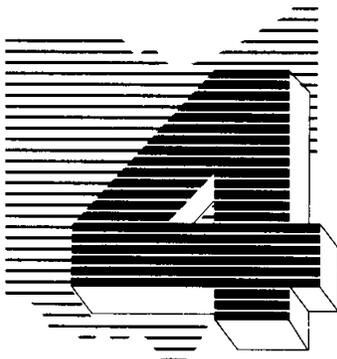
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**NEGOTIATED AGREEMENT  
BETWEEN THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AFSCME/AFL-CIO  
AND IT'S LOCAL #001**

**AND THE**

**MARIETTA CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**



**OAPSE/AFSCME Local 4/AFL-CIO**

*June 30, 2011 through June 29, 2014*

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## Agreement

This agreement, dated **June 30, 2011**, is between the Board of Education of the Marietta City School District (hereinafter referred to as the "Board"), acting herein only in respect to employees of the Board in the bargaining unit set forth in Article II - Recognition, of this Agreement, and the Ohio Association of Public School Employees, and Local #001 (hereinafter referred to as the "Union").

The Union having been designated the sole and exclusive bargaining representative of the employees of the Board as defined in Article II - Recognition. The Board recognizes the Union as such sole and exclusive collective bargaining representative of such employees. The provisions of the grievance procedure of the Agreement constitute the sole procedure for processing and settlement of any claim by any employee or the Union of a violation by the Board of this Agreement. As the representative of the employees, the Union may process complaints and grievances through the grievance procedure including Arbitration in accordance with this Agreement or adjust to settle the same.

### ARTICLE 1

#### Purpose and Scope

- 1.01** It is the intent and purpose of the parties hereto to set forth herein the Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto for the employees of the Board in the bargaining unit set forth in Article II of this Agreement.
- 1.02** This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- 1.03** It is understood that during negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Board or any of its agents with violating in raising a grievance.
- 1.04** In the event that any of the provisions of this Agreement shall be declared illegal, the remainder of the Agreement shall remain in full force and effect.

**ARTICLE 2**  
**Recognition**

**2.01** **Coverage** - The Board recognizes the Ohio Association of Public School Employees and Local #001, as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to ORC 4117 for all regular non-teaching employees and non-administrative employees within the following job classifications except as excluded in Section 2 of this Article:

Custodial & Maintenance personnel	Study Hall Monitors
Secretaries & Clerical personnel	Attendant & Interpreters
Transportation personnel	Noon Duty Supervisors
All Aides except ABE Aides	

**2.02** **Exclusions** - The Bargaining unit shall not include:

Assistant Treasurer	Secretary to Director of Instruction
Secretary to Superintendent	Saint Mary's School Secretary
Secretary to Business Manager	ABE Aides
	Payroll Clerk

**2.03** **Supervisor's Working** - Any supervisor shall not perform work on a job normally performed by an employee of the bargaining unit except for:

- A. Demonstration of work for the purpose of instructing and training employees.
- B. Emergency work which, if not performed, might result in bodily injury, or loss or damage to material or equipment.
- C. Work which is negligible in amount.
- D. Work historically performed by supervisors.

**2.04** The Board reserves the right to assign work to temporary, seasonal, or other employees, or contract out work to meet seasonal, temporary, or fluctuating needs, if no qualified employee is readily available, or in a weather or other emergency, or in circumstances in which seasonal, temporary, or other employees have historically done work for the Board in the past, provided this does not reduce the regular hours of or number of bargaining unit members.

**2.05** In the event new positions are created that are not presently listed under the provisions of Section 2.01 and 2.02, the parties agree to meet and negotiate the inclusion or exclusion of said positions within the existing bargaining unit. If no agreement can be reached, the parties shall mutually petition the State Employment Relations Board for a decision and/or clarification of the bargaining unit in accordance with ORC 4117.

**ARTICLE 3**  
**Board Rights/Individual Rights**

- 3.01** Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent and other personnel in management all powers, rights, authority, duties and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio, and of the United States, including ORC 4117.08. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.
- 3.02** The Board rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement.
- 3.03** The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all classified staff without regard to race, color, religious creed, sex, national origin, age and handicap.
- 3.04** Members of the bargaining unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
- 3.05** A bargaining unit member's private and/or personal life is not within the appropriate concern or attention of the Board as a condition of employment, unless the bargaining unit member's private life materially interferes with the performance of his/her responsibilities.
- 3.06.1** Any complaints directed toward members of the bargaining unit shall be processed in accordance with Board-adopted policies governing complaints.

**ARTICLE 4**  
**Negotiations**

- 4.01** Either the Union or the Board may initiate negotiations by letter of submission forwarded to the other party no earlier than one hundred twenty (120) days and no later than ninety (90) days before the expiration date of this Agreement. The parties shall schedule their first meeting within thirty (30) days of receipt of the letter of submission.
- 4.02** The Board shall submit a package of proposals to the Union for consideration at least twenty-one (21) days prior to such meeting. The Union shall provide a similar package to the Board's negotiating team at least seven (7) days prior to the first meeting between the parties. No additional proposals shall be submitted by either party following the second meeting, unless agreed to by both parties.

- 4.03** Each negotiating team shall consist of no more than five (5) persons. Each team may have up to two (2) additional persons as observers or consultants at the table from time to time. The composition of the teams shall be at the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the consent of the other party.
- 4.04** The Superintendent and the recognized Union representative shall, upon reasonable request of the other, provide information pertinent to the proposals under negotiation.
- 4.05** The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. A prior notice shall be given to the other party if consultants are to participate in negotiation meetings.
- 4.06** The Board and the Union agree to negotiate on salaries, fringe benefits, hours of work and other terms and conditions of employment. The Board and the Union agree to meet and negotiate in good faith. "Good faith" means the obligation of both negotiating teams to meet at reasonable times and to deal with each other openly and fairly. It requires that each team be willing to react to the other's proposals. If a proposal is unacceptable to one of the teams, that team is obligated to give its reasons for the rejection of the proposal. "Good faith" does not require that either party make a concession.
- 4.07** Prior to the completion of each negotiating session, a mutually agreeable time, place and date shall be set for the next negotiating session.
- 4.08** When the negotiating teams reach tentative agreement upon a contract, said contract shall be presented to the Union within ten (10) week days. All members of the Union's negotiating team, including any consultants, shall recommend and urge approval. Upon ratification by the Union, the contract shall be presented to the Board for adoption within thirty (30) days. If adopted by the Board, the contract shall become the Agreement between the parties for the period stated therein.
- 4.09** During a negotiation meeting, either party shall be permitted to recess for the purpose of consultation.
- 4.10** If tentative agreement has not been reached thirty (30) days prior to the expiration of the current contract, or on a date mutually agreed upon, the parties shall jointly request the services of the Federal Mediation and Conciliation Service. If the parties are still unable to reach agreement by the expiration date of the current contract, or on a date mutually agreed upon, the Agreement shall expire.
- 4.11** These impasse procedures have been established by the parties as their mutually agreed upon negotiations procedures and are intended to supersede the statutory procedures contained in ORC 4117.14.

**ARTICLE 5**  
**Seniority-Bid Procedure**

**5.01** Once each year, by October 1<sup>st</sup>, the Board shall provide the Union with a current seniority list of all bargaining unit members. The list can be sent electronically by use of email accounts.

“Seniority” is defined as the length of continuous service as a classified employee of the Marietta City School District. Should two or more employees begin work on the same date; the date of board action hiring the employee will determine the order of seniority. Should the hire date be the same, the employee who applied for employment first shall be deemed senior? Should a tie still exist, seniority shall be determined by the flip of a coin.

Seniority shall be broken by any of the following:

1. Resignation
2. Retirement
3. Failure to return to a recall from lay off in the allotted time.
4. Termination of employment for just cause.

**5.02** All buildings staffed by employees of the Marietta City School District shall be posted with “vacancy notices” in an open area accessible to all employees in their respective buildings year round. In addition, vacancies occurring between five (5) days after the last teachers work day and five (5) days before the first teachers work day shall be placed on the answering machine at the Administration office. Vacancy notices will also be distributed to employees through the use of electronic mail.

**5.03** A vacancy is defined as any opening resulting from the retirement, resignation, termination, death or promotion of an employee which the Board decides to fill, or any newly created position. A “vacancy notice” shall be posted within ten (10) working days of the date on which the vacancy first existed, and shall remain posted for five (5) working days. Employees desiring the position shall submit their bid to the Superintendent’s office within the five (5) working day posting period. The “vacancy notice” shall contain a copy of the board approved job description for the position, salary range, shift times, and work location(s). Should the Board decide not to fill a vacancy, the Union shall be notified in writing of the intention to eliminate the position in lieu of the posting of a vacancy notice.

**5.04** The position shall be awarded to the most senior employee within the vacant classification who bids the job and meets the minimum job qualifications. If no one applies from the same classification as the vacancy, the job shall be awarded to the most senior employee from within the same classification series in which the vacancy exists who bids the job and meets the minimum job qualifications.

Additionally, if no employee from within the classification or from within the same classification series bids the job, the job shall be awarded to the most senior employee who bids and meets the qualifications as listed on the job description for the classification in which the vacancy exists.

A provisional appointment shall be made within ten (10) working days of the close of the posting period and receipt of the testing scores, subject to confirmation by the Board. The Board will assume 100% of the cost of the initial job screening test required by the administration. Any employee wishing to improve their initial scores may do so at their cost in accordance with guidelines of the job related testing service. Employees may retest at the Board's cost after two years from the initial test date should a vacancy be posted. The minimum passing score on any test, as determined by the job related testing service shall be accepted as a passing score for this provision. If no one meets the qualifications set out in the job description, and the qualifications of two or more employees are equal, seniority shall be the determining factor in awarding the position.

5.05 The following classification series (underlined) and classifications will be used:

**Secretarial/Clerical**

Secretary/Clerk III

Secretary/Clerk II,

Secretary/Clerk I

**Custodians**

Custodian IV

Custodian III

Custodian II

Custodian I

**Aides**

Teacher/Computer Aides

Study Hall/ISS Monitors

Library Aides

Attendant for Special Classes

Interpreters

Noon Duty Aides

**Maintenance**

Maintenance Specialist

Groundskeeper

Maintenance Helper

**Mechanics**

Mechanic – Driver

Mechanic Helper – Driver

**Nursing Staff**

Nursing Staff - RN

Nursing Staff – LPN

**Support Services**

Receiving Clerk

**Bus Drivers**

Bus Drivers

5.06 Once awarded, the position shall consist of essentially the same duties as those described in the original job vacancy notice. Should circumstances warrant an increase in the number of hours to be worked in a position by one hour or more from the time originally awarded, the position shall be posted and rebid in accordance with other provisions of this Article.

This section of the contract does not apply to Attendants/Aides dedicated to a single student at the time the hours worked are increased due to the student's ability to increase his/her participation time in a school setting. However the position will be posted for bid at the conclusion of the school year

5.07 If a bargaining unit employee changes classifications within the same classification series, he/she shall serve a sixty (60) working day probationary period in that position. Should an employee change classification series, he/she shall serve a one hundred twenty (120) working day probationary period. Such an employee is subject to being reduced to his/her previous position and pay scale at any time prior to the completion of the probationary period if the employee's performance is considered unsatisfactory by either the Board or the employee. Any employee that moves to a higher classification within the same classification series shall retain his/her pay step. Any employee that moves to a lower classification in the same classification series, or who moves to another classification series altogether, shall start at the pay step nearest to the hourly rate that he/she was making in his/her previous position. However, in no event shall a person's pay step exceed his/her number of years of service as a bargaining unit member. An employee returning to a classification series, in which he/she had previously worked, shall start at the pay step held at the time of departure from that classification series.

5.08 Supervision - A bargaining unit member is disqualified to bid on a vacant position pursuant to Article V under the following situations:

A. The bargaining unit member would become the immediate supervisor of his/her spouse, sibling, or parent.

B. The bargaining unit member would be under the direct supervision of his/her spouse, sibling, or parent.

5.09 An employee may be awarded an additional position within the district, provided the hours worked by the added position do not conflict with the hours the employee works in his/her primary position and would not regularly schedule the employee to work more than fifty-five (55) hours per week.

## **ARTICLE 6**

### **Layoff and Recall**

6.01 When the Board determines to reduce the number of positions, or the hours of a position within one or more classifications covered by this Agreement by one (1) hour or more, the Board shall follow the procedure set forth in this Article, which shall supersede the procedure set forth in ORC 124.321 et. sec. There will be no reduction in the number of bargaining unit positions until all temporary, seasonal, casual, educational-program or governmental-program workers have been eliminated. The Board shall determine in which classification(s) the reduction should occur

and the number of positions or hours to be reduced. The Board shall notify the affected employees at least thirty (30) days prior to a reduction in force.

- 6.02** An employee displaced from his/her position due to the position's elimination or hours being reduced under the provisions of Section 6.01 shall have the right to assume the position of any less senior employee within 5 work days of being displaced, providing he/she qualifies under the board-approved job description, on the date s/he exercises their right to bump into the position to be assumed. The employee displaced as a result of this procedure shall then have the right to assume the position of any less senior employee providing he/she qualifies under the board-approved job description for the position to be assumed, and further provided the employee has received a satisfactory score on the job related test for that position.

This section will not apply to those Attendants/Aides dedicated to a single student at the time the hours worked are decreased due to the student's inability to maintain his/her participation time in a school setting. The Attendant/Aide will continue to work the number of hours which were the scheduled number of hours worked while assisting the student. During this period, the Attendant/Aide may be assigned to other duties normally performed by Attendants/Aides. The reduced employee will be granted the ability to displace any less senior employee at the conclusion of the school year.

- 6.03** At the time of lay-off, employees who are laid off will be placed on the recall list for the classification from which they were laid off. In addition, employees will be given the opportunity to place their names on the recall list for any classification to which they wish to be recalled, provided the employee meets the job description requirements for the position to which the employee desires to be recalled. In addition, employees who become qualified to be recalled to additional classifications may place their names on the recall list for those classifications at the time they become qualified. The Board agrees to assume the full cost of the first test for one (1) classification. All other tests are to be paid for by the employee. The employee will be considered qualified when they have met all the requirements as outlined in the Board approved job description.

- 6.04** The names of laid-off employees shall be kept on a recall list for a period of two (2) years from the employee's last workday. If the Board determines to fill any vacant position in a classification during that two (2) year period, the Superintendent will offer the position to the most senior qualified employee on the recall list for that classification. The offer of recall shall be made by written notice sent to the employee at his/her most recent address of record by certified mail. It is the employee's responsibility to keep the Business Office informed of his/her current address. The employee shall have seven (7) calendar days to accept the offer and report to work. If he/she does not report during the seven (7) day period, for a classification for which his/her name appears on the recall list, his/her name shall be eliminated from the recall lists for all classifications and the employment relationship between him/her and the Board shall cease. If the first employee on the recall list does not accept the recall, the Superintendent shall offer the position to the next most senior qualified employee

on the recall list for that classification by the procedure outlined in this Article, and so on, until the position is filled. For the purposes of this Article a vacant position exists when no bargaining unit member has bid for the position pursuant to the provisions in Article V. All laid off employees will be given the opportunity to be placed on the substitute list for their classification. Any laid off employee who is placed on the substitute list and performs service for the Board shall have their recall period extended equivalent to the time worked as a substitute.

## **ARTICLE 7**

### **Grievance Procedure**

#### **7.01 Definitions**

A. A grievance is defined as a claim by an employee that the Administration has violated, misinterpreted, or misapplied a specific article or section of this Agreement, or the discipline or discharge of an employee. If 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.

B. A grievant shall mean an employee or group of employees that file a grievance. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

C. "Days" shall mean Mondays through Fridays except for paid holidays.

#### **7.02 Grievance Procedure**

A. Informal - Within ten (10) days of the time a grievance arises or the grievant should have known a grievance has arisen, the employee will discuss and attempt to resolve the problem with his/her immediate supervisor. The employee shall notify the supervisor that the discussion is the informal step of the grievance procedure.

B. Step 1: Formal - Should the grievant not be satisfied with the disposition at the informal level, he/she may initiate the formal grievance process within five (5) days after the informal discussion by presenting the grievance in writing to their supervisor or appropriate designated person. Within five (5) days after the presentation of the grievance, the supervisor or designee shall give an answer to the employee in writing. Step 1 of the formal procedure may be waived by mutual agreement of the parties involved.

C. Step 2: Formal - If the grievance is not resolved in Step 1, the employee may within five (5) days of receipt of the supervisor's answer submit to the Superintendent or his/her designated representative the answer at Step 1 with the original grievance statement. The Superintendent or his/her designated representative shall conduct a hearing with the employee no later than

five (5) days after receipt of the written grievance. The Superintendent or his/her designee shall give the employee an answer in writing no later than five (5) days after the hearing.

D. Step 3: Mediation – Upon mutual agreement of the Board and OAPSE, mediation will be arranged through FMCS or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation.

E. Step 4: Formal - If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Steps 2 or 3, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Union. Such appeal must be made within ten (10) days of the receipt of the Superintendent or his/her designated representative's response as provided in Step 2, by filing a notice with the statement of grievance attached thereto with the American Arbitration Union, and serving a copy of the notice on the Board's representative.

### **7.03 Grievance Forms**

A. Any grievance shall be filed on the authorized grievance form agreed to between the parties to this Agreement.

B. Such forms must provide for naming of the specific article of the Agreement referring to the alleged violation and shall state the contention of the employee and shall indicate the relief requested.

C. The agreed to grievance form shall be made available to any employee requesting such either through his supervisor or the local Union representative.

### **7.04 Time Limits**

A. Time limits stipulated shall be adhered to as maximums to insure rapid resolution of problems and issues concerned. Failure to advance the grievance to the next level within the specified time limits shall result in the declaration that resolution has been obtained at the last level of hearing.

B. Failure of the Board to answer the grievance within the specified time shall automatically advance the grievance to the next step.

C. Time limits may be extended only by mutual agreement of all parties concerned.

### **7.05 Power of the Arbitrator**

A. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

- B. The arbitrator shall have no power to establish salary schedules or change salary schedules.
- C. In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, the grievance shall be referred back to the Board and the Union.
- D. The arbitrator shall hear and determine only one grievance. Multiple grievance arbitration by one arbitrator at a single hearing is prohibited except upon specific and written agreement of the parties.
- E. The procedures contained in this Article are the sole and exclusive method of considering the redressing of grievances rising during the life of the Agreement and any extension thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that the decision of the arbitrator, or a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the Union, and the Board shall be final and binding upon the grievant, the Union and the Board.
- F. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Union services, shall be divided equally between both parties. The expenses of witnesses and other representatives shall be borne by the party they represent.

7.06 No reprisal - No reprisal shall be taken by or against any participant involved in the processing of a grievance.

## ARTICLE 8

### Discipline, Discharge & Due Process

8.01 Employees will only be disciplined for just cause in line with the following procedure:

A. Step I - Informal Conference - On the first alleged offense, the employee's immediate supervisor shall notify the employee of the time and place of an informal conference and the reasons for said conference. After said conference, the supervisor will submit a report of the outcome of the conference to the Superintendent for the employee's personnel file. The employee must receive a copy of the supervisor's report. The employee shall be entitled to have an OAPSE representative present if he/she so desires. Should the charges not be supported, all records of the matter shall be expunged from the employee's personnel file.

B. Step II - On a second alleged offense by the employee, the Superintendent shall notify the employee and the Local President in writing of the charges along with the time and place of a hearing. The employee shall have no less than twenty-four (24) hours notice of the hearing.

The employee shall be entitled to have an OAPSE representative present if he/she so desires. The Superintendent shall prepare a written report containing the results of the hearing. Should the charges be supported, the employee shall receive a written reprimand, which will be placed in his/her personnel file. Should the charges not be supported, all records of the matter shall be expunged from the employee's personnel file.

C. Step III - A third offense, if substantiated after an additional hearing as outlined in Step II, may result in the suspension without pay of the employee.

D. Step IV - A fourth offense, if proven after a third hearing as outlined in Step II, may result in the termination of the employee.

E. Absent mitigating circumstances an employee may be advanced in the discipline process at the discretion of the Superintendent for conduct which endangers the health, safety and/or welfare of students, employees and/or the public.

**8.02** An employee may be subject to immediate suspension prior to a hearing for the following offenses. If such hearing substantiates the charges, the employee may be terminated:

- A. intoxication, working under the influence of a controlled substance, or the sale, possession, or use of alcohol or any controlled substance on the job subject to the Board's alcohol/substance abuse policy
- B. theft of or intentional damage to Board property
- C. theft of or intentional damage to property
- D. possession of weapons, considered to be dangerous, during scheduled hours of employment
- E. assaulting a student or employee of the Board
- F. conviction of crimes of immoral conduct if related to the employee's employment with the Board
- G. falsification of any records, including employment records and time sheets
- H. sexual harassment
- I. aiding and abetting in the theft of Board property

**8.03** When imposing a suspension, the employee will be provided with written notice of his/her suspension. When the Board discharges an employee, the Superintendent or his/her designee shall furnish written notice of the action stating the grounds for said action. A copy of the notice will be furnished to both the employee and the Union President. Disciplinary action is effective according to the terms of the notice. The employee may file a grievance concerning his/her suspension or discharge in accordance with the time limits and procedures set forth in Article VII.

**8.04** Discipline will be imposed in a timely manner. No discipline will be imposed after the thirtieth (30th) day the employee's supervisor becomes aware of the occurrence of the alleged

event which gives rise to the proposed discipline except where the matter is under investigation by Children Services or law enforcement.

8.05 Notwithstanding ORC 124.34, this Article shall exclusively govern the discipline and discharge of employees. The Civil Service Commission shall have no jurisdiction to hear disciplinary appeals concerning bargaining unit employees. Such appeals shall be processed solely in accordance with Section 8.03 above.

8.06 **Personnel Files** – An official file for each classified employee shall be kept in the Board of Education office. No complaint or accusatory document shall be placed in an employee’s file unless the employee is provided a copy of the same and given an opportunity to attach a letter of rebuttal. Provided there has been no disciplinary action taken during the period of 12 months after a complaint or accusatory document is placed in an employee’s file, that document shall remain in the file but after the twelve months it shall not be used against the employee. Nothing in this section shall prevent the Board from using documents related to or arising out of the commission of any act(s) set forth in Section 8.02.

## ARTICLE 9

### **Probationary Employees**

9.01 Newly hired employees must complete a one hundred eighty (180) working day probationary period.

9.02 Probationary employees are not subject to Article VIII “Discipline, Discharge & Due Process” of this Agreement. As employees-at-will, newly hired probationary employees may be dismissed for any reason at any time prior to the completion of the probationary period and such action shall not be grievable under the terms of this Agreement or otherwise subject to challenge by the Union.

## ARTICLE 10

### **Leaves**

10.01 **Sick Leave** - Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year of service, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. An employee who has exhausted his or her accrued and advanced sick leave shall not earn sick leave until the employee returns to work.

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 or injury in the employee’s immediate family. A Doctor’s excuse may be requested by management after an employee has used seven (7) consecutive or fifteen (15) sick days in any twelve (12) month period. Unused sick leave shall be accumulated for the period of time that an employee works for the Board up to two hundred sixty (260) days.

Any accumulated sick leave of a person separated from other public service shall be transferable up to two hundred sixty (260) days. Each employee shall sign the Board-prescribed form to justify his/her use of sick leave.

A bargaining unit member without accrued sick leave shall be advanced up to ten (10) days of paid sick leave to be chargeable against future accruals. An employee must exhaust any personal or vacation leave for which he/she may be eligible prior to becoming eligible for this advance. Should the employee not return to employment with the district, he/she would reimburse the district the value of any sick leave days used but not earned.

- 10.02 Bereavement leave** - Employees shall be granted a leave with full pay in the event of death of any member of the employee's immediate family. The family is defined as an employee's spouse, parents, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step mother, step father, step son, step daughter, step brother, step sister, foster son, foster daughter, brother-in-law, sister-in-law, aunt, uncle, legal guardian or other person who stands in the place of a parent, or any relative of either spouse living in the immediate household of the employee. The leave shall be for a period of up to three (3) days. Absence for bereavement shall be deducted from sick leave. The Superintendent or his/her designee may extend bereavement leave for extenuating circumstances such as distance, unusual family responsibility and/or personal responsibility.
- 10.03 Jury Duty** - Any employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Bargaining unit members must report back to work if not selected for jury duty or when dismissed from court prior to 12:00 noon. Any day during which any employee whose regular assigned shift commences at 2:00 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.
- 10.04 Military Leave** - Any employee shall be entitled to any military leave provided by law and shall retain all rights and privileges by law arising out of exercise of military leave.
- 10.05 Personal Days** - All regular non-teaching employees are eligible for a maximum of four (4) school calendar days with pay for personal leave. Personal leave days are not cumulative. The first five (5) days and the last five (5) days of the school calendar shall be exempt from the Agreement. Personal leave requests for days immediately preceding or following a school holiday shall be evaluated by the Superintendent or his/her designee prior to approval or refusal. Personal leave days shall be requested on Board forms provided for that purpose. Application for personal leave should be submitted at least five (5) days prior to use so as to

give school officials ample time to obtain a replacement for the position. In case of an emergency, the supervisor will waive the five (5) day notification requirement.

A limit of one (1) employee per classification series may be out at any of the assigned work locations at any one time. A limit of two (2) employees from the transportation department may be out at one time. The Board may agree to waive this requirement should an emergency necessitate doing so.

Employees hired during a contract year (July 1 - June 30) shall be granted personal leave as follows:

Starting date - July 1	4 days	Starting date - January 1	2 days
Starting date - October 1	3 days	Starting date - April 1	1 day

Unused personal leave days shall be paid to the employee at the employee's daily rate as follows:

4 days unused - 2 1/2 days at regular daily rate  
3 days unused - 1 1/2 days at regular daily rate  
2 days unused - 1 day at regular daily rate

Four (4) hour per day (part-time) employees hired during a contract year (July 1 - June 30) shall be granted personal leave as follows:

Starting date - July 1	4 half days
Starting date - January 1	2 half days
Starting date - October 1	3 half days
Starting date - April 1	1 half day

Part-time employees having unused personal leave days shall be paid at the employee's daily rate of pay as follows:

4 half days unused - 2 1/2 half days at regular daily rate  
3 half days unused - 1 1/2 half days at regular daily rate  
2 half days unused - 1 half day at regular daily rate

Employees having at least one (1) day of unused personal leave at the end of the contract year may exchange each whole day of unused personal leave for two (2) days of additional sick leave.

**10.06 Leave of Absence** - Upon written request, the Board shall grant a leave of absence for a period of not more than two (2) years for illness or other disability or for educational or professional purposes. This leave will be initially granted for a period of up to one (1) year, and then will be renewable, in time periods agreeable to the employee and employer, until the employee has exhausted the potential two (2) year period. If this position is filled during the period of the

leave of absence, a qualified laid-off employee will be recalled. If there are no qualified laid-off employees available, then the vacancy will be filled with a substitute.

Time spent on a medical leave of absence will count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service. An employee returning from a leave of absence shall be reinstated to the same or an equivalent position within his/her classification.

**10.07** Employees not using any sick leave days during a school year calendar shall receive a two hundred dollar (\$200.00) bonus at the end of said contract year. Employees who use only one sick leave day during a school year calendar shall receive a one hundred and fifty dollar (\$150.00) bonus at the end of said contract year. Up to three (3) days bereavement leave shall not count against calculation of sick leave bonus. The three (3) day period may be extended for special circumstances by the Superintendent

**10.08** All bargaining unit members' insurance benefits shall continue to be paid while on medical leave pursuant to this provision based on the following formula:

0-3 years in district - 3 mos. insurance

4-6 years in district - 6 mos. insurance

7-9 years in district - 9 mos. insurance

10+ years in district - 12 mos. insurance

## **ARTICLE 11**

### **Assault Leaves**

**11.01** Any member of the bargaining unit physically assaulted and thereby disabled while in school or while on duty at a school sponsored event shall be permitted to consult his/her physician. Upon the written recommendation of the employee's physician and the employee's furnishing a signed statement on forms prescribed by the Board to justify the use of assault leave, the employee shall be permitted to use assault leave with full pay and benefits for a period not to exceed sixty (60) school days. This leave shall not be deducted from the employee's sick leave. Payment shall not exceed the employee's regular daily rate less worker's compensation.

**11.02** Physical assault is defined as any incident which results in personal injury as defined in ORC 3319.141 to a member of the bargaining unit during the course of employment as a direct result of an intentional physical touching by another person.

**11.03** Falsification of a signed statement or a physician's certificate represents grounds for suspension or termination of employment under Article VIII of this Agreement.

**ARTICLE 12**  
**Workers' Compensation**

- 12.01** All employees are protected under the State Worker's Compensation Act of Ohio, in case of injury or death incurred in the course of or arising out of their employment for the Board.
- 12.02** An injury incurred while performing assigned duties shall be reported to the injured employee's supervisor or other designated representative within twenty-four (24) hours or as soon as practical. The preferred method for filling out the injury report is by logging onto the Public School Works site and filling out an accident report. Completion of the standard hard copy is also acceptable.
- 12.03** The Board agrees to continue to provide and pay any premiums for medical insurance in effect on said employee at the time of work-related injury for an additional twelve (12) months.
- 12.04** In the event of a work related injury requiring medical attention, the employee is required to submit to "post accident" drug and alcohol testing if required by the Board; if refused by the employee there are no Workers' Compensation benefits unless the employee can prove that the injury was not related to drugs or alcohol.

**ARTICLE 13**  
**Paid Holidays**

- 13.01** All regular non-teaching employees employed on an eleven-month or twelve-month basis who meet the eligibility requirements in ORC 3319.087 shall be entitled to the following paid holidays:

New Years Day	Martin Luther King Day	Thanksgiving Day
Memorial Day		
Presidents' Day	Christmas Day	
Independence Day	Labor Day	
Good Friday	Veteran's Day	

All regular less than eleven-month employees who meet the eligibility requirements set forth in ORC 3319.087 shall be entitled to all of the paid holidays set forth above with the exception of Independence Day. There shall be no duplication of wages paid. If two wage rates are applicable, only the higher shall be paid.

- 13.02** Any employee required to work on said holiday shall be compensated for all hours worked at one and one-half (1 1/2) times his/her regular rate in addition to his/her holiday pay.

**ARTICLE 14**  
**Hours of Work & Overtime**

- 14.01** For purposes of this Article, the work week begins at 12:00 AM on Sunday and ends at 11:59 PM on the following Saturday.
- 14.01** No governmental program, seasonal, casual, or substitute employees shall be eligible for overtime, unless it is refused by all bargaining unit members in the classification.
- 14.03** Each employee shall be paid in either cash or compensatory time at the Board's discretion, at the rate of one and one-half (1 1/2) times his/her regular hourly rate for all authorized work in excess of ten (10) hours in one (1) day or forty (40) hours in one work week. For purposes of calculating overtime, time spent in grievance hearings or disciplinary hearings shall not be treated as time worked or on active pay status.
- 14.04** Compensatory time, if authorized, shall be scheduled at a mutually agreeable time. Compensatory time may be accumulated up to two hundred forty (240) hours. All compensatory time remaining on the books on June 30 of each year shall be paid off in cash.
- 14.05** An employee will be paid for authorized work hours properly recorded by time clock or other system developed, modified or implemented by the Board.
- 14.06** All work performed on Sundays shall be at the time and one-half rate.
- 14.07** A shift differential of fifteen cents (\$.15) per hour shall be paid for all hours worked on a shift when the majority of the regularly scheduled hours fall between 3:00 p.m. and 7:00 a.m. the following morning.
- 14.08** Seasonal and/or casual work which becomes available will be offered to bargaining unit members through a posting, when time is available. Examples of this work are, but not limited to, ticket takers, summer teacher's aide and summer maintenance helpers.

**ARTICLE 15**  
**General Provisions - Bus Drivers**

- 15.01** Reasonable and proper supplies and equipment necessary to keep the interior and exterior of busses clean shall be furnished and readily available to all bus drivers. All busses shall be inspected and serviced by the mechanics on a pre-scheduled monthly basis and daily repairs made when needed, as reported by the driver or detected by the mechanic. Following a State Highway Patrol

spot inspection, if defects are found on a bus, the driver will receive a copy of the actual State Highway Patrol inspection report.

- 15.02** Bus drivers shall receive one (1) hour per day (service time) in consideration of the following:
- A. Split shifts
  - B. Daily pre-trip inspection as set forth by the law of the State of Ohio. All drivers shall receive a copy of the laws of the State governing said inspections. If state law changes, copies of such changes shall be distributed upon notification of such changes.
  - C. Fueling, bus warm-up, deicing, cleaning, time involved due to breakdowns, accidents, traffic delays, road conditions (snow, ice, floods and fog). Any delays involving one hour or more shall be considered as extra pay time.
  - D. Reports (conduct, etc.)
  - E. Routine cleaning of bus
  - F. Attendance at impromptu meetings called by the Transportation Manager
  - G. Maintaining an up to date route sheet
  - H. Viewing/reviewing video tapes and conferring with substitute drivers regarding routes and discipline problems
  - I. The one (1) hour per day shall apply to extra trips on days school is not in session.
- 15.03** Drivers may elect to clean their bus and receive one hundred dollars (\$100.00), or the current rate the Board is paying individual(s) contracted to clean busses, whichever is greater, or have the bus cleaned at the Board's expense at the end of the school year.
- 15.04** There shall be a minimum two (2) hours pay for all regularly scheduled routes (morning, noon, afternoon) exclusive of service time. The two (2) hour minimum shall apply to extra trips.
- 15.05** Within five (5) working days after a bus route becomes vacant, or a new route is created, the route shall be posted at the bus garage for a period of three (3) working days.

The successful bidder will assume the route within the fifth (5<sup>th</sup>) working day after the close of the posting period. After up to a two (2) day trial period the driver can opt to revert to his or her previous route. The official award date of the route will be the day after the two (2) day trial period. If the successful bidder reverts to his or her previous route, the vacant route shall be awarded to the next senior driver who had bid on that route during the original posting period. Subsequent openings that occur as a result of the bidding process will be bid likewise. Any route not filled by a regular driver will be posted in accordance with Article 5, Seniority Bid Procedure.

- 15.06** For bidding purposes any regularly scheduled runs (e.g. morning and afternoon routes and noon runs) shall be offered to bus drivers in order of seniority. Noon runs will be rebid prior to the beginning of each school year. Any driver missing a noon run more than four (4) days

per year, on days during which they drive both their morning and afternoon run, who do not provide proof that they were absent due to medical reasons, utilizing personal leave, or engaging in any Board-approved activity will have their noon run posted for bid.

- 15.07** The cost of the yearly physical examination of school bus drivers shall be borne by the Board.
- 15.08** It is understood that a bus driver's continued employment is based upon his/her maintaining eligibility to operate a school bus under the applicable laws, rules, and regulations of the federal government, state government, or other regulatory agency. However, should federal, state, or other regulatory agency requirements for bus drivers change, the administration shall provide training intended to provide the knowledge required to meet such new requirements. Employees attending such training shall be compensated at their appropriate rate of pay.
- 15.09** Extra trips are defined as any runs other than regularly scheduled routes, that do not conflict with regular routes, including routes on non-Marietta City School days. Trips that are taken by chartered services are not considered extra trips.
- A. Bus drivers and Mechanic-Drivers desiring to take "extra" trips or substitute on noon runs shall notify the transportation manager on the forms provided at the preschool meeting. Regular drivers will be given the opportunity to substitute noon runs on a seniority basis. Driver's names will appear in descending order of seniority. These lists will be posted in a conspicuous place in the bus garage.
  - B. Any new driver hired or present driver desiring to be added to or returned to the extra trip list will assume the number of extra trip hours held by the driver having the most combined extra trip and refusal hours plus one hour.
  - C. The list will be updated and re-posted at the end of each payroll period. At this time it will contain a total of all extra trip and refusal hours held by each driver. Should this list be revised, each driver's hours will then be equal to the difference between their running total of hours and those of the lowest driver(s).
  - D. Drivers who refuse four (4) consecutive noon runs without prior notification will be removed from the noon run substitute list for the rest of the school year unless after twenty (20) school days they request in writing to be returned to the list.
  - E. Regular drivers will be offered "extra" trips that do not conflict with their regular routes. Trip requests will be arranged in chronological order based on departure time and will be offered to the driver having the least number of combined extra trip and refusal hours. Trips still unassigned following this procedure will then be offered to the Mechanic-Drivers.
  - F. Drivers will be charged the estimated time of the trip, whether accepting or refusing the trip. However, a driver who is not eligible to take a trip due to the ten (10) hour

limitation will not be charged refusal hours for that trip. Should the driver accept an extra trip then relinquish the trip before five (5) days prior to the departure time of the trip, two (2) hours will be added to that driver's total. Should a driver relinquish a trip within five (5) days of the departure time, the estimated time of the trip will be added to that driver's total. Should a driver surrender the trip within forty-eight (48) hours of the departure time that driver will assume the number of trip hours held by the driver having the most trip hours plus the estimated hours of the trip relinquished.

Should a driver accept a trip and then is a "no show" to take the trip, that driver will assume the number of trip hours held by the driver having the most trip hours plus two times the estimated hours of the trip missed.

Once an extra trip has been awarded, that trip will not be taken away from the driver who was awarded the trip unless the trip is cancelled or is rescheduled at a time that conflicts with a driver's regular route.

Refusal hours will not be charged for trips offered to a driver within twenty-four (24) hours of the departure time of said trip. All trips will be assigned in this manner regardless of personal or sick leave status of the driver. Any drivers on professional leave conducting OAPSE business shall be excused and will not be charged refusal hours. Trading of extra trips will not be permitted.

- G. Trip requests that come in after the initial quarterly trip meeting will be handled (received, recorded and issued) in accordance with guidelines for extra trips.
- H. If a situation occurs where the scheduled driver cancels or the trip is scheduled late and there is inadequate time to contact a regular driver, the opportunity shall be offered at the discretion of the transportation manager. Trip hours will be charged accordingly.
- I. The following will apply to overnight trips. Drivers will be deemed in pay status from the time the bus is removed from storage status at the beginning of the day until it is returned to storage at the end of the day. Storage status is defined as parking at the hotel/motel at the end of the day. The driver is not paid for off duty time. The cost of drivers lodging will be provided by the activity and the driver will be reimbursed to a maximum of seven dollars (\$7.00) per meal upon submission of the required forms and receipts.
- J. Bus drivers will be awarded trips in accordance with the ten-hour driving time limitation imposed by OAC Section 3301-83-20(K). For the purposes of this section of the contract, a driver's 24-hour driving period will commence with the start time of their daily route each weekday. Should the trip occur on a non-school day, the limitation period shall commence with the departure time of the bus from storage. Should the driver's actual driving time plus the estimated driving time of the trip exceed the ten (10) hour limitation, that driver will not be permitted to take the trip, and

the trip will be offered to the next driver having the least number of combined extra trip and refusal hours until a driver within the ten (10) hour limitation accepts the trip. If no driver within the ten (10) hour limitation accepts the trip, or should no regular driver meet the driving time limitation, the trip may then be offered to a substitute driver who can drive the trip within the same ten (10) hour driving limitation.

- 15.10** Bus drivers will not receive any additional compensation for any days required to be made up. Bus Drivers will be paid up to five (5) calamity days per school year, unless reduced by state law. Any bus driver who reports for work when no contact has been made either by phone or radio by their supervisor or designee will receive two (2) hours pay for the corresponding non-paid makeup day(s). Drivers who are contacted before leaving their home will not be paid for any of the makeup day(s). Drivers who are not contacted in time and report to work must sign in with the transportation manager or designee at the bus garage to verify their presence.
- 15.11** Any trip transporting nine (9) or less students as a group shall not be considered an "extra" trip under Section 15.09 of the current negotiated agreement providing they do not use a Board-owned vehicle.
- 15.12** Summer routes will be posted at least five (5) days prior to the start of the route and awarded in order of rotation to the most senior driver bidding on the route.

## **Article 16**

### **General Provisions**

- 16.01** **Split Shifts** - There shall be no split-shifts for classified employees other than bus drivers except by mutual agreement of personnel involved and their supervisors.
- 16.02** **Non-Contract Days** - Twelve (12) month secretaries are not expected to work ten (10) non-contract days (non-compensated days off) exclusive of holidays. These days may be taken anytime during the year subject to agreement between the secretary and his/her supervisor. Upon the recommendation of the supervisor with the secretary's concurrence the Superintendent at his/her option may authorize a secretary to work his/her non-contract days at the secretary's normal per diem rate of pay. Any combination of "non-contract" days either worked or taken off shall not exceed ten (10)
- 16.03** **In-Service** - All employees, except bus drivers shall be afforded at least one (1) day per year for in-service at their regularly scheduled number of hours.
- 16.04** **Activities Pass** - Bargaining unit members, their spouses and their dependents shall have free admission to all home school activities. Dependents under the age of thirteen (13) shall be accompanied by a bargaining unit member.

- 16.05 Classification Pay** - When an individual is assigned, the responsibility of a position which warrants a higher rate of pay he/she shall be entitled to the higher rate of pay.
- 16.06 Licenses** - Employees required to obtain special licensing or certification and who must continue to renew licensing or certification as it pertains to their employment by the Marietta City School District shall be reimbursed for the cost of such licensing . Reimbursement shall be made in the form of a separate draft. Licenses shall include, but not be limited to boiler operator’s license, CDL, educational aide certification, CPR, etc.
- 16.07 Mileage** – Employees who have regular assignments in more than one (1) building or by the nature of their assignment require travel during their regular day, shall be reimbursed at the rate currently allowed by the Internal Revenue Service (IRS).

**ARTICLE 17**  
**Minimum Call Time**

- 17.01** Any employee called in at, or required to report to work at a non-regularly scheduled shift time or called back after a regularly scheduled shift time, which is not contiguous to his/her regularly scheduled work time, shall be called for a two (2) hour minimum.

**ARTICLE 18**  
**Health Insurance**

- 18.01** The Board of Education shall provide through a carrier licensed by the State of Ohio a health insurance coverage comparable to the Anthem Blue Cross Blue Shield PPO No. 1 and PPO No. 2 health insurance plans, including hospitalization, surgical, prescription, and major medical insurance coverage (single or family) for each member of the bargaining unit who chooses to enroll. During the full term of this contract, the Board shall pay towards the monthly premium for the insurance elected by a bargaining unit member as follows:

		<u>Individual</u>	<u>Family</u>
PPO No. 2	6.5+ hours	88%	88%
	6.0+ hours	73%	68%
	4.0+ hours	53%	48%
PPO No. 1	6.5+hours	85%	85%
	6.0+ hours	75%	70%
	4.0+ hours	55%	55%

The Board of Education will continue to implement an IRS Section 125 Plan which tax shelters the employee portion of the health insurance premium.

- 18.02 The Board will provide an established life insurance policy for all bargaining unit members who are scheduled to work twenty (20) or more hours per week in the amount of twenty thousand dollars (\$20,000) at no cost to the employee.
- 18.03 The Board shall provide dental and optical insurance coverage to all members of the bargaining unit choosing to enroll who are regularly scheduled to work twenty (20) or more hours per week.
- 18.04 The Insurance Committee shall discuss with the Union any planned change in plan, coverage or provider. Any change in the level of coverage (hospitalization, surgical, prescription, major medical, life, dental, and vision) shall be with the Union's consent.

**Vision Insurance Plan**

Vision Exams	\$ 50.00 once every 12 months
Frames	\$100.00 once every 24 months
Lenses:	Once every 12 months
Single Vision	\$ 55.00 per pair (\$ 27.50 each)
Bi-Focal	\$ 80.00 per pair (\$ 40.00 each)
Tri-Focal	\$100.00 per pair (\$ 50.00 each)
Lenticular	\$150.00 per pair (\$ 75.00 each)
Prescription Contacts	\$200.00 every 12 months

- 18.05 Employees eligible for individual coverage of the group health insurance plan may elect to receive a \$1,000.00 payment for waiving his/her entitlement for an entire plan year. Employees eligible for family coverage of the group health insurance plan may elect to receive a \$2,000.00 payment for waiving his/her entitlement for an entire plan year. Employees electing to waive the insurance coverage shall do so on the prescribed waiver form prior to the beginning of each plan year – October 1<sup>st</sup>. Payment will be made in September of the plan year waived and subject to payroll deductions as required by law. Payment amounts will be prorated for less than full-time employees. In circumstances where both husband and wife are employed by the school district, the single payment shall apply should one spouse waive medical coverage.
- 18.06 The Board agrees that those employees who reach a given level of Board participation in contribution to premium will remain at that percentage of Board contribution from the date the employee's hours are involuntarily reduced below a level necessary to maintain the same Board contribution for the remainder of the school-year (June 30<sup>th</sup>).

## **ARTICLE 19**

### **Administration-Union Meetings**

**19.01** The Superintendent and/or Superintendent shall meet not less than quarterly with the local Union President and/or the Union Executive Committee for the purpose of maintaining a policy of open dialogue between the Union and the Administration. This requirement can be waived by mutual agreement between the Administration and the Union.

## **ARTICLE 20**

### **Health & Safety**

**20.01** The Board will provide a safety program consistent with the Ohio Public Employees Risk Reduction Act.

**20.02** The Board may establish health and safety meetings for classified employees prior to the beginning of each school year or at other appropriate times throughout the year. Employees required to attend such meetings at a time other than their normal work shift will be compensated for attendance at their hourly rate of pay or provided compensatory time. Such time spent in training related meetings will not be treated as hours worked or on active pay status for the purpose of computing overtime pay. Subjects to be covered during such sessions may include an annual first aid refresher course and any changes in the overall operation which could have an effect on the employee's health and safety. No employee will be unreasonably refused permission to attend a training related meeting which pertains directly to the responsibilities of their position.

**20.03** The Board shall bear the cost of any personal protective equipment required to be worn by the employee, including up to two (2) pairs of safety shoes per year as needed. Additional safety shoes may be authorized by the District Safety Coordinator.

**20.04** No employee shall be involved in handling potentially infectious materials as defined by OSHA Standards 29 CFR Part 1910 - 1030 without proper materials and training as defined by OSHA.

**20.05** All damage involving a board of education owned or leased vehicle shall be reported to the transportation manager on the prescribed form. Copies of said reports shall be maintained in the employee's file for recordkeeping. Incidents involving property damage in excess of \$100.00 or personal injury shall be reviewed by the district Health and Safety Committee. Likewise, upon the occurrence of three (3) or more incidents of damage less than \$100.00 within one year rolling period the committee shall conduct a review of said accidents to determine if disciplinary action is warranted.

**ARTICLE 21**  
**Building Use/Bulletin Boards**

**21.01** The Board shall provide, at the Union's expense, bulletin boards for the Union's use, erecting them in locations to be agreed upon or may allow the Union to use space on an existing bulletin board for posting notices regarding Union affairs, restricted to the following:

- Notices of Union meetings.
- Notices of Union elections.
- Notices of Union appointments and results of Union elections.
- Notice of recreational and social events.
- Notices concerning bona fide Union activities as cooperatives, credit unions, and unemployment compensation, information, or other notices of Union affairs which are not political or controversial in nature.

**21.02** The Union shall not post on such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The posting on any union bulletin board of material which is in violation of this section shall be cause for the immediate removal of the bulletin boards and cancellation of the bulletin board privileges.

**21.03** The Union shall be provided with the use of an administration designated building for the purpose of holding Union meetings provided the request for the building use is made not less than forty-eight (48) hours prior to the meeting time.

**ARTICLE 22**  
**Job Descriptions**

**22.01** Each bargaining unit member shall have only one (1) job description for each position held.

**22.02** Each bargaining unit member shall be furnished a copy of his/her Board approved job description upon being hired or when any changes are made to his/her job description. Employees will not be disciplined for not following a job description that is not Board approved. The job description must reasonably reflect what the employee is expected to do.

**22.03** Each bargaining unit member will be given the opportunity to provide input into the proposed revision of his/her job description.

**22.04** The Union will be informed of any planned changes to the job descriptions thirty (30) days prior to the effective date; however, the content of job descriptions shall not be a subject of bargaining.

**22.05** No employee will be affected by an increase in the minimum requirements for his/her position except as mandated by law or the act of a government agency.

**22.06** Should any employee's job description contain the phrase "and other duties as assigned", or similar phrasing, the parties agree that this will be limited to duties normally performed by members of the employee's classification.

### **ARTICLE 23**

#### **Release Time**

**23.01** The Board agrees to permit the Local President or his/her designee and one (1) member of the Union grievance committee release time to attend disciplinary hearings, grievance hearings and arbitration hearings held during their normal shift. Grievant shall be permitted release time to attend any arbitration hearing held during their normal shift.

**23.02** All release time related to hours during the employee's normal shift will be paid at the employee's regular hourly rate. It is understood that whenever possible hearings shall be scheduled during nonworking hours. Release time shall not be considered time worked for the purpose of calculating overtime.

### **ARTICLE 24**

#### **OAPSE Business Leave**

**24.01** Upon notification to the Superintendent, the Union shall be permitted twelve (12) days to carry out Union business.

**24.02** At any given time one (1) bargaining unit member will be permitted to take a one (1) year unpaid leave of absence to assume a paid position with OAPSE, AFSCME or the AFL-CIO. The bargaining unit member's position will be filled by a substitute during his/her absence. However, time spent in the paid union position will not count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave. If the employee decides to remain with OAPSE, AFSCME, AFL-CIO at the end of the year's leave he/she shall submit his/her resignation and the position will be filled in accordance with Article V-Seniority-Bid System.

**24.03** The OAPSE President shall be granted up to three (3) days additional leave to attend the OAPSE President's conference in years which it is held.

### **ARTICLE 25**

#### **Payroll Deductions**

**25.01** The Board agrees to deduct dues, fees and assessments from the pay of employees. The Treasurer of the Union shall notify the Treasurer of the Board each August as to the amount of dues to be deducted for the upcoming school year.

**25.02** All dues/fair share fees shall be deducted over a twelve (12) month period beginning with the first pay in September. Within ten (10) working days of the date which deductions are made,

the Treasurer of the Board shall remit all dues to the OAPSE State Treasurer along with a list showing the names of those for whom deductions were made and the amount deducted.

**25.03** Dues deduction authorization shall be irrevocable for the term of this Agreement. Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and any changes in the amounts of such fee in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees and forwarded by the Employer to the Union in the same manner as regular membership dues except that written authorization for deduction of fair share fees is not required.

**25.04** The Union will defend and hold harmless the Board and its agents against any and all claims arising from or in any way related to the deduction of dues under this Article.

**25.05** The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. A minimum one dollar (\$1.00) per pay shall apply.

## **ARTICLE 26**

### **Distribution of Agreement**

**26.01** Within thirty (30) days after the execution of this Agreement, the Board will provide without charge a copy of this Agreement to every employee in the bargaining unit. An additional twenty (20) copies shall be made available to the Local President.

## **ARTICLE 27**

### **Training & Schooling**

**27.01** If training or schooling is required of an employee, all costs of such training shall be borne by the Board.

**27.02** Employees who have completed the first ninety (90) days of employment may take college courses, technical classes or vocational training related to their position or which would enable them to be eligible for promotion to another position within the school district and will be reimbursed for the cost of tuition subject to the following limitations:

- A. The course must be completed with a grade of "C" or better ("P" for pass/fail courses).
- B. The maximum allowable tuition expense reimbursable will be the prevailing cost per hour at Marietta College plus up to one hundred fifty dollars (\$150.00) per semester or one hundred dollars (\$100.00) per quarter to be used to defray the cost of books and required lab fees and materials. Reimbursement shall not exceed the actual cost per credit hour.
- C. The maximum reimbursable hours will be nine (9) semester hours or twelve (12) quarter hours per fiscal year.
- D. Prior approval of the Superintendent or his/her designee is required.

**27.03** The Board will appropriate Six Thousand Dollars (\$6,000) effective July 1, 2010 and an additional Six Thousand Dollars (\$6,000) July 1 of each year of this contract to implement the provisions of this Article. Should it appear that the sum appropriated by the Board will be exhausted prior to the end of the fiscal year the following procedure shall apply as far as practical:

- A. Employees will be advised to make immediate application should they desire to take reimbursable course work during the remainder of the fiscal year.
- B. Approval will be based on the following criteria:
  - (1) Employees never having been approved to take a reimbursable course will be approved first.
  - (2) Employees who have not yet been approved to take a reimbursable course during the current fiscal year will be next approved.
  - (3) Once all employees meeting criteria (1) and (2) have been chosen for approval, a random drawing will determine the remaining employees to be chosen for approval. Likewise, a random drawing will determine employees selected for approval should the funds be insufficient to approve all meeting either criteria (1) or (2).
- C. Unused funds at the end of the fiscal year will be carried over to the succeeding fiscal year. Such funds may at the request of the Union be used for first aid training with the approval of the Superintendent.

**27.04** Training or schooling funds may also be used to reimburse employees who attend training seminars related to their position or which would enable them to be eligible for promotion to another position within the school district.

**27.05** Should the Board anticipate the creation of a new position which would require specific skills, the Board shall notify bargaining unit members, by posting of this potential position, so that employees may seek training which provides those skills.

**ARTICLE 28**  
**Breaks & Meal Periods**

- 28.01** All employees except bus drivers shall be given one (1) paid fifteen (15) minute break for each three and one-half (3 1/2) hours worked which may be scheduled by their supervisor.
- 28.02** All employees scheduled to work six (6) or more continuous hours shall be given an unpaid meal break of at least one-half (1/2) hour and not more than one (1) hour at the option of the employee, with the supervisor's approval. Should an employee's meal break be interrupted by work related causes the meal break shall be extended for a like number of minutes.

**ARTICLE 29**  
**Teacher Aides & Instructional Aides**

- 29.01** Full-time teacher aides shall work seven and one-half (7-1/2) hours per day.
- 29.02** Aides required to act as lunch room monitors, playground supervisors, study hall monitors and/or assigned bus duty shall have staff assistance when the size of the group necessitates additional supervision, as reasonably determined by the building principal.
- 29.03** Teacher aides will not be used without twenty four (24) hours prior notice to cover classrooms when teachers leave the classroom for non-emergency situations.
- 29.04** Both the Board and Union support the concept of employees not being assigned an excessive number of students at any one time without staff assistance.

**ARTICLE 30**  
**Calamity Days**

- 30.01** All employees shall be paid their appropriate rate of pay for all days or parts of days when schools are closed due to an epidemic or public calamity.
- 30.02** Employees will not receive any additional compensation for any days required to be made up.
- 30.03** Any classified employee who works on a calamity day upon the request of his/her immediate supervisor shall be paid his/her regular rate of pay for any hours worked in addition to his/her normal pay for the calamity day.

**ARTICLE 31**  
**Longevity Pay**

**31.01** Employees who have completed ten (10) or more years' service with the Marietta City School District shall receive longevity pay in the following manner:

11-15 years: Fifteen cents (\$0.15) per hour above the negotiated salary schedule

16-20 years: Twenty cents (\$0.20) per hour above the negotiated salary schedule

21-25 years: Twenty-five cents (\$0.25) per hour above the negotiated salary schedule

26+ years: Thirty cents (\$0.30) per hour above the negotiated salary schedule

**31.02** Starting date and prior service with the Marietta City School District shall be used to determine qualifications for longevity pay.

**31.03** Longevity pay will be added to the employee's regular hourly rate and will be included in overtime calculations as part of an employee's hourly rate.

**ARTICLE 32**  
**Vacations**

**32.01** Eleven and twelve month employees shall receive paid vacation in the following manner:

1-6 years of service: two weeks

7-15 years of service: three weeks

16+ years of service: four weeks

**32.02** Service time will be based upon the employee's starting date and prior service with the Marietta City School District.

**32.03** Vacation leave may be accumulated up to eight (8) weeks.

**32.04** Vacations may be taken at any time of the employee's choice throughout the year subject to agreement by Supervisor. Vacation requests will not be unreasonably denied.

**ARTICLE 33**  
**Severance Pay**

- 33.01** Each employee shall be granted, upon retirement, severance pay equal to fifty percent (50%) of his/her accumulated but unused sick leave days. Severance pay shall not exceed eighty-five (85) days total. To be eligible to receive severance pay under this Article, an employee must be eligible for retirement under the School Employees Retirement System.
- 33.02** The rate of separation pay shall be determined by the employee's last hourly rate earned.
- 33.03** Such payment will be made in one lump sum the payday following his/her retirement date.
- 33.04** Employees shall make application for separation pay on Board forms to be eligible for payment.
- 33.05** Separation payment will eliminate sick leave credit accrued but unused by the employee at the time payment is made.
- 33.06** Separation pay to employees participating in an Early Retirement Incentive Plan under the School Employees Retirement System will be governed by the terms of the Article establishing the Plan.

**ARTICLE 34**  
**Paydays**

- 34.01** Each bargaining unit member's regular salary shall be paid in twenty-six (26) equal installments in accordance with procedures established and administered by the Chief Fiscal Officer of the Board of Education, unless he/she elects the ten-month pay option. The Chief Fiscal Officer of the Board of Education shall provide each bargaining unit member a schedule of dates when time sheets are due in the Treasurer's Office and pay dates for the upcoming contract year by July 1st.
- 34.02** Paychecks shall be distributed every other Friday with the exception of the seven (7) year adjustment.
- 34.03** A bargaining unit member who works ten and one-half (10 1/2) months or less may elect to be paid in twenty-two (22) equal installments over a ten month period by notifying the Chief Fiscal Officer of the Board of Education by September 1st.
- 34.04** If an error is made on an employee's paycheck resulting in the employee being shorted, that employee shall be issued a check for the shorted amount no later than the Tuesday following the payday on which the error was made.

34.05 All bargaining unit members with a bank account shall be paid through direct deposit.

#### **ARTICLE 35**

##### **Wages**

35.01 Salary schedules will not increase for the **duration of this Agreement**.

35.02 The Board, at its discretion may consider past experience when determining the placement of new employees on the salary schedule and may place such new employees no higher than Step 5.

35.03 Interpreters holding state of Ohio certification will be placed on Level V of the Teacher Aide salary schedule provided they meet the qualifications of the board approved job description and pass the "Educational Interpreter Performance Assessment" (EIPA) as required by the Administration.

35.04 Salary schedules reflecting the hourly rates for bargaining unit positions will be attached to this Agreement.

35.05 Should the salary schedule for any district employee or group of employees be increased during the term of this Agreement, the members of this Bargaining Unit shall receive the same percentage increase.

#### **ARTICLE 36**

##### **Early Retirement Incentive Plan**

36.01 Should any employee or group of employees of the Board be given an Early Retirement Incentive Plan, the members of this bargaining unit will be afforded an equivalent Early Retirement Incentive Plan.

#### **ARTICLE 37**

##### **No Strike Clause**

37.01 The Union and any and all its members shall not cause, engage in, or sanction any strike, slowdown or any other such concerted action for the term of this Agreement.

37.02 There shall be no "lockout" of bargaining unit members during the term of this Agreement.

**ARTICLE 38**  
**Employee Evaluations**

- 38.01** An evaluation shall be made every other year on each non-probationary employee by the employee and his/her supervisor and signed by the employee prior to it being placed in his/her personnel file. An employee's signing of their evaluation does not necessarily indicate agreement with the contents of the evaluation.
- 38.02** Upon examination of a completed evaluation form, the employee may write his or her personal comments.
- 38.03** All classified employees have the right, upon reasonable notice, to view the materials in their personnel files with the Superintendent or the Superintendents designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member would be given an opportunity to place a statement of rebuttal or explanation attached in his/her file.
- 38.04** Each classified employee will be furnished a copy of his/her evaluation report.
- 38.05** The substance of an evaluation, including the reasons or rationale in support of an evaluation, is not grievable under the terms of this Agreement. The content of the evaluation procedure and instrument shall not be a negotiable item.

**ARTICLE 39**  
**Dispensing Medicine & Medical Procedures**

- 39.01** No employees, except special attendants, nursing staff and teacher aides who have been trained for a specific procedure shall be involuntarily assigned to perform or assist in that medical procedure.
- 39.02** All employees required to dispense medicine or perform medical procedures shall be afforded all protections of the Ohio Revised Code, including liability protection.
- 39.03** All employees required to perform such duties shall be informed of Board policies and changes of said policies regarding dispensing medication and medical procedures.
- 39.04** The Board shall provide proper training prior to the assigning of medical duties to an employee. Training shall also be provided for all other employees who may be called upon in support of the employee who has been assigned.

- 39.05** Employees shall have, if requested, an adult witness present when performing medical procedures or when involved with the special needs of a student.
- 39.06** The Board must furnish the employee with proof that the student's parent or guardian has given written permission to the school for one of the school's employees to give the student specific prescription medication and/or perform a medical procedure.

**ARTICLE 40**  
**SERS Pickup**

**Salary Reduction**

- 40.01** For the purpose of this section, an employee's salary 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 salary which is required from time to time by the School Employees Retirement System (SERS) to be paid as an employee contribution by said employee. An employee's cash salary shall be equal to an employee's actual salary less the amount of the deferred salary.
- 40.02** The Board shall compute and remit its employer contributions to SERS based upon the employee's actual, both cash and deferred salary. The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's actual salary less the amount of the deferred salary. The Board shall report for municipal income tax purposes, as an employee's gross income, the employee's total annual salary. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities. The deferred portion of the salary 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 purpose.

**Board Pickup**

- 40.03** The Board will assume and pay to the SERS, on behalf of each bargaining unit member, three and one-half percent (3-1/2%) of said member's total salary as a "pickup" of a portion of the SERS employee contribution otherwise payable by the unit member, without reduction or deduction from the unit member's total salary.
- 40.04** The "pickup" shall apply uniformly to all bargaining unit members and no bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board "pickup".
- 40.05** Should the three and one-half percent (3-1/2%) "Pickup" no longer be legally permitted, and this plan therefore is terminated, three and one-half percent (3-1/2%) shall be added to the salary schedule then in effect upon plan termination.

**40.06** Payment for all paid leaves, sick leave, personal leave and severance, including unemployment and worker's compensation, shall be based on the employee's total annual salary.

**ARTICLE 41**  
**Drug & Alcohol Testing**

**41.01** All "Safety Sensitive" positions will be drug and alcohol tested in accordance with the Federal Highway Administration's final rule on alcohol and controlled substance testing of Commercial Motor Vehicle Drivers, as amended in 59 Federal Register 7484 issued February 15, 1994.

The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the employer will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program shall be available to employees with personal problems, including those associated with alcohol or controlled substances use. The parties will aid such employees who request assistance with such problems, consistent with terms of the group health plan. The parties will encourage the employee to seek professional assistance where necessary.

**41.02** Records concerning an employee's treatment for alcohol, drug or stress-related problems shall remain strictly confidential and shall remain separate from other personnel materials.

**41.03** Employees seeking assistance will be entitled to use their sick leave, personal leave and/or vacation time during treatment.

**41.04** All time spent obtaining an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The employer shall pay all costs associated with the administration of alcohol and controlled substances tests. This includes all retests and/or second tests.

**41.05** Safety Sensitive employees who fail to pass the drug and alcohol test after the appeals procedure will be dismissed from their positions. A grievance can be filed only on the basis of procedural noncompliance by the employer.

**41.06** Refusal to submit to any test required by 49 CRF will result in termination.

**ARTICLE 42**  
**Employment of Retired Employees**

- 42.01** The Board and Union agree to the following terms for the reemployment of retired non-teaching school employees pursuant to O.R.C. 3309.341. The provisions contained herein shall apply uniformly to retired employees of other school districts, or other public employers, as permitted by O.R.C. 3309.341, as well as the Marietta City School District, except for Section 42.04 below.
- 42.02** It is at the discretion of the Board and Administration whether any individual retired employee is reemployed, that employee will begin employment as a probationary employee (see Article 9 of the Agreement) and his or her seniority will be established relative to the first day of his/her reemployment.
- 42.03** When a retired employee is employed, the employee will be placed on the first step of the salary schedule for the position held. Thereafter, that employee will gain one (1) step for each year of employment beginning at Step 1. Article 31 shall not apply to any employee employed in accordance with this Article.
- 42.04** Any bargaining unit member contemplating retirement from Marietta City Schools shall have the opportunity to discuss his/her reemployment with an administrative representative of the Board prior to making a retirement decision, if the bargaining unit member so requests. At that meeting, the administrator shall inform the bargaining unit member, in writing, of his/her intended recommendation to the Superintendent regarding reemployment. If the Administration makes said commitment, no vacancy shall be declared by the Superintendent and Article V, Section 5.02 shall not apply to the position the employee is temporarily vacating. The date of the letter of the commitment shall serve as the date of application for the purpose of breaking a tie in hire date.
- 42.05** Retired employees employed by the Board shall start reemployment in accordance with then current provisions established by SERS. The position shall be temporarily filled with a substitute if needed.
- 42.06** When a retired employee is employed by the Board, he/she will not be eligible for the group health insurance specified in Article 18, Section 18.01 and must opt for the medical benefits offered by SERS, PERS, STRS or other retirement program. The Board shall provide the vision, dental and life insurance as specified in Sections 18.02 and 18.03 of the negotiated contract. At the bargaining unit member's request, the Board, in lieu of the insurance package, will provide a stipend equal to the current cost of said vision, dental and life insurance.
- 42.07** A retired employee, employed by the Board, is excluded from Article 33 Severance Pay.

**42.08** The grievance procedure of the Collective Bargaining Agreement shall not apply to the decision to employ or not employ a retired employee under this Article. The grievance procedure shall not apply to the contractual terms of salary, benefits, or employment status specifically excluded as stated herein, unless the Board does not honor the terms and conditions of this Article when acting to employ retired employees.



EXECUTION OF AGREEMENT

This agreement shall become effective June 30, 2011 and will continue in full force and effective through June 29, 2014.

FOR THE BOARD:

FOR OAPSE:



Board President

Date:

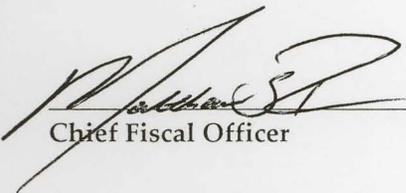
6-27-11



Local President

Date:

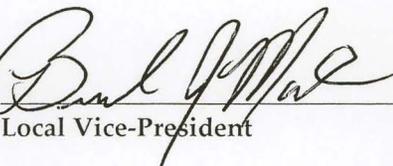
6-30-2011



Chief Fiscal Officer

Date:

6/28/11



Local Vice-President

Date:

7/1/11

# Marietta City School District

## Secretarial/Clerical Salary Schedule

(Effective **June 30, 2011**)

Base Rate	\$ 13.31	Secretary III
	\$ 12.16	Secretary/Clerk II
	\$ 10.99	Secretary/Clerk I

Year		Secretary III	Secretary/Clerk II	Secretary/Clerk I
1	Hourly Rate	13.31	12.16	10.99
	Index	1.00	1.00	1.00
2	Hourly Rate	13.63	12.45	11.25
	Index	1.024	1.024	1.024
3	Hourly Rate	13.95	12.74	11.52
	Index	1.048	1.048	1.048
4	Hourly Rate	14.27	13.04	11.78
	Index	1.072	1.072	1.072
5	Hourly Rate	14.59	13.33	12.05
	Index	1.096	1.096	1.096
6	Hourly Rate	14.91	13.62	12.31
	Index	1.120	1.120	1.120
7	Hourly Rate	15.23	13.91	12.57
	Index	1.144	1.144	1.144
8	Hourly Rate	15.55	14.20	12.84
	Index	1.168	1.168	1.168
9	Hourly Rate	15.87	14.49	13.10
	Index	1.192	1.192	1.192

10	Hourly Rate	16.18	14.79	13.36
	Index	1.216	1.216	1.216

**LONGEVITY**

11-15	
Years	0.15
16-20	
Years	0.20
21-25	
Years	0.25
26+ Years	0.30

## Marietta City School District Receiving Clerk Salary Schedule (Effective **June 30, 2011**)

Base Rate	\$ 13.31	Receiving Clerk
Year		Receiving Clerk
1	Hourly Rate Index	13.31 1.00
2	Hourly Rate Index	13.63 1.024
3	Hourly Rate Index	13.95 1.048
4	Hourly Rate Index	14.27 1.072
5	Hourly Rate Index	14.59 1.096
6	Hourly Rate Index	14.91 1.120
7	Hourly Rate Index	15.23 1.144
8	Hourly Rate Index	15.55 1.168
9	Hourly Rate Index	15.87 1.192
10	Hourly Rate Index	16.18 1.216

<b>LONGEVITY</b>	
11-15 Years	0.15
16-20 Years	0.20
21-25 Years	0.25
26+ Years	0.30

## Marietta City School District Transportation Salary Schedule

## MEMORANDUM OF UNDERSTANDING / NOVATION

This Memorandum of Understanding is entered into this 27<sup>th</sup> day of June, 2011, by and between the Marietta City School District Board of Education ("Board") and the Ohio Association of Public School Employees Local #001("OAPSE") [collectively "the parties"].

WHEREAS, OAPSE and the Board entered into a collective bargaining agreement in 2010 ("2010 Contract"), with a stated duration of July 1, 2010 through June 30, 2012; and

WHEREAS, the parties determined that it is in their mutual interest to modify the term of the 2010 Contract and have reached agreement on a new three-year Contract;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

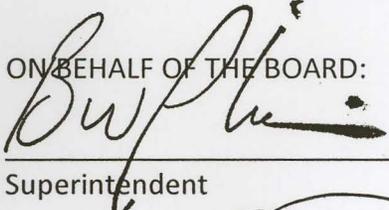
1. OAPSE shall recommend to its membership that it (a) modify the term of the 2010 Contract to be July 1, 2010, through June 29, 2011, and (b) approve a new collective bargaining agreement, which has a term of June 30, 2011, through June 29, 2014 ("2011 Contract").
2. If OAPSE membership approves the recommendation to modify the term of the 2010 Contract and ratifies the attached 2011 Contract, the Superintendent shall recommend to the Board that it agree to modify the term of the 2010 Contract and approve the 2011 Contract as tentatively agreed to on June 27, 2011.
3. If both parties agree to modify the 2010 Contract and ratify/approve the new 2011 Contract, the parties' representatives shall execute the new 2011 Contract, as tentatively agreed to on June 27, 2010, with an effective date of June 30,

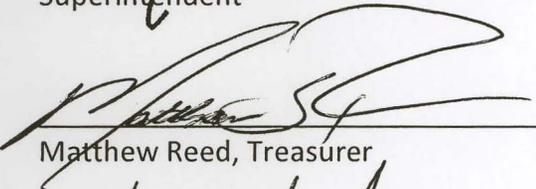
2011, and a two-year term of June 30, 2011, through June 29, 2014. If either or both parties reject the proposal to modify the term of the 2010 Contract and/or to ratify/approve the 2011 Contract, this Memorandum of Understanding / Novation shall be void.

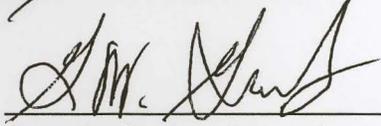
4. The parties expressly state that the proposed modification to the 2010 Contract is a novation of their prior obligation to fulfill the original term of the 2010 Contract, which shall be replaced with the new obligation to execute a new contract for a three-year term, commencing June 30, 2011, and expiring on June 29, 2014.

5. The parties' representatives affirm that they have full authority to execute this MEMORANDUM OF UNDERSTANDING / NOVATION.

ON BEHALF OF THE BOARD:

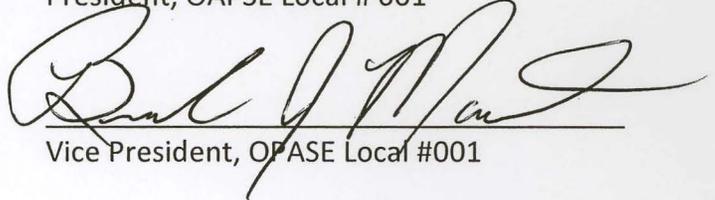
  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Matthew Reed, Treasurer

  
\_\_\_\_\_  
Greg Gault, Board President

ON BEHALF OF OAPSE:

  
\_\_\_\_\_  
President, OAPSE Local # 001

  
\_\_\_\_\_  
Vice President, OAPSE Local #001