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**AGREEMENT**

**between the**

**BELLBROOK-SUGARCREEK  
BOARD OF EDUCATION**

**and the**

**SUGARCREEK LOCAL ASSOCIATION  
OF SUPPORT PERSONNEL  
(S.L.A.S.P.)  
OEA/NEA**

**Effective**

**July 1, 2017**

**through**

**JUNE 30, 2020**

## TABLE OF CONTENTS

ARTICLE I	Agreement	1
ARTICLE II	Management Rights	1
ARTICLE III	Recognition	2
ARTICLE IV	Negotiation Procedure	3
ARTICLE V	Payroll Deduction	3
ARTICLE VI	Discipline and Termination	4
ARTICLE VII	Labor-Management Committee	5
ARTICLE VIII	Grievance Procedure	5
ARTICLE IX	Leave Provisions	9
	A. Personal Leave	9
	B. Unpaid Personal Leave	10
	C. Sick Leave	10
	D. Assault Leave	11
	E. Jury and Witness Duty Leave	12
	F. Leave of Absence Without Pay	12
	G. Unpaid Maternity/Paternity Leave	13
	H. Sick Leave Fund	13
	I. Family Medical Leave Act (see Appendix F)	14, 50
ARTICLE X	Seniority-Bid Procedure and Transfers	14
ARTICLE XI	Reduction in Force and Recalls	16
ARTICLE XII	Custodial	19
ARTICLE XIII	Transportation	20
ARTICLE XIV	Specialists/Assistants	24
ARTICLE XV	All Classifications	24
ARTICLE XVI	Association Rights	25
ARTICLE XVII	School Calendar	26

ARTICLE XVIII	Individual Contracts	27
ARTICLE XIX	Personnel Files	28
ARTICLE XX	Evaluations	29
ARTICLE XXI	Out-of-Classification Work	29
ARTICLE XXII	Pay Periods	29
ARTICLE XXIII	Wages	30
ARTICLE XXIV	Overtime	30
ARTICLE XXV	State Employee Retirement System Pick Up Utilizing the Earnings Reduction Method	30
ARTICLE XXVI	Insurance	31
ARTICLE XXVII	Holidays	34
ARTICLE XXVIII	Vacation	35
ARTICLE XXIX	Severance Pay	36
ARTICLE XXX	Sick/Personal Leave Incentive	37
ARTICLE XXXI	Health and Safety	37
ARTICLE XXXII	Severability	38
ARTICLE XXXIII	Tuition Reimbursement	39
ARTICLE XXXIV	Miscellaneous	39
ARTICLE XXXV	Duration of Agreement	40

APPENDIX A	Grievance Form	41
APPENDIX B	Evaluation Form for Support Staff	42
APPENDIX C	Evaluation Form for Transportation	44
APPENDIX D	Sick Leave Fund Donation Form Support Staff	47
APPENDIX E	Sick Leave Fund Application	48
APPENDIX F	Tuition Reimbursement	49
APPENDIX G	Summary of Family Medical Leave Act	50
APPENDIX H	Summary of Health Insurance Benefits	52
APPENDIX I	Summary of Vision Benefits	54
APPENDIX J	Route Deviation Form	55
ADDENDUM A	Salary Schedules	56-58

**ARTICLE I**  
**AGREEMENT**

- A. This Agreement entered into by and between the Board of Education of the Bellbrook-Sugarcreek School District, hereinafter referred to as the “Board”, and the Sugarcreek Local Association of Support Personnel, OEA/NEA, hereinafter referred to as the “Association”.
- B. The parties acknowledge that, during negotiations which preceded this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. For the life of this Agreement, the Board and the Association waive the right, and agree that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except as otherwise provided for under Section 4117 or the ORC.
- D. This Agreement represents the entire agreement between the Board and the Association.
- E. The parties agree they will not discriminate against any employee covered hereunder for any reason protected by law.
- F. “Days” means working days during the school year or weekdays (excluding holidays and school vacation periods).

**ARTICLE II**  
**MANAGEMENT RIGHTS**

- A. The Board possesses the sole right and responsibility to operate the school district in the following areas:
  - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, the overall budget, utilization of technology, and organizational structure;
  - 2. Direct, supervise, evaluate, or hire employees;
  - 3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedules, promote, or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the employer as a unit of government;
  8. Effectively manage the work force;
  9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. The employer is not required to bargain on subjects reserved to the management and direction of the District except as it affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. While the violation of this paragraph may subject the employer to an unfair labor practice charge under R.C.4117.12, a violation shall not be the subject of a grievance.

**ARTICLE III**  
**RECOGNITION**

- A. The Sugarcreek Local Association of Support Personnel OEA/NEA is hereby recognized as the Exclusive Representative for the appropriate unit as set forth below:
1. **INCLUDED:** All non-certificated employees of the Board of Education of the Bellbrook-Sugarcreek Local School District in the following positions or classifications: Mechanics, Maintenance, Custodians, Secretaries, Bus Drivers, Library Media Specialist, Educational Assistants, Special Needs Assistants, Transportation Assistants, and Technology Specialists.\*
 

\*Recognition of a Discipline Specialist position will be reinstated in this and other relevant provisions/articles/career progression/category/classification if this position would ever return to the district.
  2. **EXCLUDED:** Supervisory, confidential and management level employees including Superintendent's Secretaries, Maintenance Supervisor, Head Mechanic, Transportation Coordinator, Treasurer's Assistants, Transportation/Maintenance Secretary, Central Office Secretary/Receptionist, and Substitutes.

- B. Re-titled positions shall be included or excluded in accordance with their placement under the previous title; newly created positions shall be included or excluded by mutual agreement of the parties, and failing that, in accordance with ORC 4117 and its related provisions.

**ARTICLE IV**  
**NEGOTIATION PROCEDURE**

- A. Scope of Negotiations

All matters pertaining to wages, hours or terms and other conditions of employment.

- B. Timetable for Negotiations

If either the Board or the Association desires to commence bargaining, they shall provide notice at least ninety (90) days but no more than one hundred twenty (120) days prior to the expiration of this Agreement. Notification in writing from the Association shall be directed to the Superintendent and notification in writing from the Board shall be directed to the President of the Association.

- C. Negotiation shall proceed according to ORC Chapter 4117, excluding Fact-Finding.

- D. Right to Strike

Nothing contained herein shall restrict the rights of the Association as set forth in Section 4117.14 (D),(2), O.R.C., provided the Association has given the Board and SERB a prior ten (10) days written notice of its intent to strike on or after the expiration date of this Agreement. Such notice shall contain the day and time that the action will commence, however, the parties may extend such date and time by written agreement.

**ARTICLE V**  
**PAYROLL DEDUCTION**

- A. The Board agrees to deduct from or check off on the wages of employees for the payment of dues to the Association upon presentation of a written authorization individually executed by any employee. Authorization for such dues deduction for new employees must be presented to the Board Treasurer at least two (2) weeks prior to the first scheduled deduction.
- B. Association dues shall be deducted beginning the second pay in October and continuing for twenty (20) consecutive pays at a rate certified by the Association no later than two (2) weeks prior to the first scheduled deduction to the Board Treasurer.

- C. The Association agrees to indemnify and save the Board harmless against any and all court claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deductions submitted by the Association.
- D. The Treasurer, upon authorization by the employee, shall deduct in a continuing manner donations for the OEA Fund for Children and Public Education. The Association shall hold the Treasurer harmless from making such deductions.
- E. The treasurer, upon written authorization by the employee, shall deduct pro-rated school fees established by November of each school year (any additional school fees must be paid directly to school) for the employee's child(ren) who are enrolled in the district from the employee's wages.

**ARTICLE VI**  
**DISCIPLINE AND TERMINATION**

- A. All discipline shall be for just cause.
- B. An employee may be represented during any disciplinary meeting if the employee so chooses. Prior to any disciplinary action, an employee shall be informed of the reason(s) for said action.
- C. Within ten (10) work days following disciplinary action the employee and the Association president shall be given written notice of the disciplinary action and the reason(s) therefore. Disciplinary action or administrative complaints of any type against an employee that is placed in his/her file shall be disregarded for future disciplinary action purposes after a period of 24 consecutive months where no further similar disciplinary action or administrative complaint occurs.
- D. Any action by the Board to renew or not renew the contract of an employee or any recommendation by the Superintendent to renew or not renew any such contract shall not be deemed a grievance and may not be processed as such; however, the procedures for non-renewal may be grieved using this Agreement's grievance procedure.
- E. When appropriate, discipline shall be progressive, provided however, that no grievance may be filed or processed related to any disciplinary matter unless such matter results in a loss of more than one day of pay.
- F. Termination of employment, but not non-reemployment (non-renewal), may be grieved and such grievance shall be the exclusive remedy available to the terminated employee.

**ARTICLE VII**



## LABOR-MANAGEMENT COMMITTEE

- A. In the interest of sound personnel, relations between the Administration and the employees, there shall be a Labor-Management Committee. The Association President may designate his/herself and one member from each classification to serve as representatives to the Committee. The Administrator may designate at least two persons to act as its representatives on the Committee. The Committee shall meet at the request of either party to discuss matters of mutual concern, with the express purpose of building and maintaining a climate of mutual understanding and respect in the solution of matters of common interest.
  
- B. Either the Superintendent or his or her designee or the Association may call a meeting. No meetings will be held during work hours of the Association members who will be present at the meeting unless the Superintendent so authorizes. An agenda of discussion items shall be presented to the other party at least twenty-four (24) hours in advance of any meeting. Meetings may be canceled by mutual consent and there will be no more than five (5) meetings in any one school year without mutual consent.

## ARTICLE VIII GRIEVANCE PROCEDURE

### A. Definitions

- 1. A grievance is a complaint of an employee or a group of employees involving an alleged violation or misapplication of the provisions of this Agreement. The Association may grieve on behalf of an employee or group of employees.
  
- 2. A grievance alleged to be a group grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
  
- 3. No grievance may be filed concerning a matter which may be made a subject of a charge with a state or federal agency.

### B. Procedure

Step I Informal Procedure: The aggrieved party shall request a meeting in writing to discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within ten (10) days after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) days following the date of the occurrence from which the grievance arose. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

Step II Formal Procedure: If a satisfactory solution is not effected, the aggrieved party shall present his/her written grievance (Grievance Report Form, Appendix A) to the Principal or immediate supervisor within ten (10) days after the informal hearing. The Principal or immediate supervisor shall, within ten (10) days of receipt of the grievance, conduct a hearing concerning the grievance. Thereafter, the Principal or immediate supervisor shall provide a written answer to the grievance and forward it to the concerned parties and the Association President within ten (10) days from the time of the hearing.

Step III Superintendent: If a satisfactory solution is not affected, the Association shall invoke Step III in writing and present same to the Superintendent or his/her designee within ten (10) days after receiving the Step II answer. Any failure to invoke Step III will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent or his/her designated representative shall conduct a hearing within ten (10) days on the grievance and thereafter shall provide a written answer to the grievance and forward it to the concerned parties and the Association President within ten (10) days from the time of the hearing.

#### Optional Step - Mediation

If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association, a grievance may be taken to mediation by mutual consent of the parties. The parties must agree to the mediation process within seven (7) days of the Step III decision. The parties shall designate the mediator, but if the parties cannot agree, a mediator shall be designated through FMCS. If no settlement is reached at mediation, the arbitration provisions of this Agreement shall apply.

Step IV Arbitration: If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent within the prescribed time, the Association President may, within fourteen (14) days, notify the Board in writing of its intent to submit the grievance to arbitration. Any failure to invoke Step IV as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. If mediation is mutually agreed upon but fails to result in a settlement of the grievance, a request for arbitration must be submitted within five (5) business days of the mediation.

Using the voluntary rules of AAA, the Association may involve Arbitration by providing a written demand to the AAA requesting a list of Arbitrators. The AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to the AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

In the event it is claimed that any matter filed as a grievance is not a grievance as defined herein, such dispute as such, may be appealed to arbitration with the arbitrator having the authority only to rule on the arbitrability of the dispute prior to convening the hearing on the merits of the dispute.

The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings, including court reporter costs, if any. Each, however, shall be responsible for any additional expenses incurred, including fees and expenses of its representatives.

The arbitrator will have the authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a decision to the Board and the Association.

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement, and shall only have the authority to interpret the provisions of this Agreement as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to law or to the Board's power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code. The decision of the arbitrator shall be final and binding on the Board, its agents, the Association and its members.

C. Miscellaneous Provisions

1. A grievant, at his/her sole choosing, may appear on his/her own behalf at Step I, or with an Association Representative. An Association Representative shall be present at all steps beyond Step I.
2. A grievance may be withdrawn at any level without prejudice or record.
3. No employee shall file a grievance after the effective date of his/her resignation.
4. The President of the Association will receive the same notice as the grievant. Decisions rendered at each formal level will be made in writing and will be transmitted to the grievant and the Association President in accordance with the time limits established.
5. All records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
6. If the employee or the Association does not abide by the time limits set forth herein, said employee or Association forfeits the right to continue to the next step of the grievance procedure. If the Administration does not abide by the time limits set forth herein, the Association may proceed to the next step.
7. There will be no reprisals taken against any employee or union representative for processing or participating in a grievance.

8. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to affect a satisfactory resolution to the problem.
9. Processing of grievances may be during school hours. The Step III hearing may be done during school hours only at the discretion of the Superintendent.
10. The term “day” is defined as the aggrieved employee’s working day during the school year or weekdays (excluding holidays) during vacation periods.
11. The time limits or steps set forth in this procedure may be extended or waived with the mutual consent of the parties hereto.
12. All grievances must be signed by the grievant(s) or Association if the grievance is a group grievance. No individuals will be recognized as grievants unless they have signed the grievance form.
13. The Board shall make no award or decision to resolve a grievance at Step I that is in contradiction to this Agreement, and the Association shall be notified of any decision.
14. Any school district public records needed for the processing of any grievance shall be made available to the Association. If the Association wishes a copy of the records, the President of the Association may obtain a copy free of charge.
15. See Appendix A for Grievance Report Forms.
16. The time limits at any step may be extended by mutual agreement of the parties involved in that particular step. Such extension shall be in writing.
17. In the event an Arbitrator conducts a hearing during a grievant’s regular work hours, the grievant and any district employed witnesses will be permitted release time.
18. All notices of hearings and dispositions of grievances (beginning at Step II) shall be by hardcopy to the grievant(s) and the Association President.

**ARTICLE IX**  
**LEAVE PROVISIONS**

A. Personal Leave

1. Authorization

Each employee shall be authorized three (3) days annually for necessary personal leave. No reason need be given for such leave except that personal leave may not be used for recreation, in connection with unpaid personal leave (“doc” or “deduct” days) or unauthorized absence, to extend a vacation or holiday, to accompany a spouse on a business or vacation trip, or for any other purpose except to take care of matters of business which cannot be taken care of except during school hours unless pre-approved by the employee’s supervisor. No personal leave shall be taken during the last two (2) weeks of school except for weddings, graduations, or special awards (includes school programs) for children of employees.

2. Notification

Notification shall be given to the supervisor seventy-two (72) hours in advance in the employee kiosk prior to the use of personal leave.

3. Use of Personal Leave

No more than three (3) persons in each of the buildings and no more than three (3) persons in transportation (bus drivers, mechanics, transportation assistants) may use personal leave on the same day. Unused personal leave shall not accumulate to the following year.

4. Emergency

For one of the three (3) days authorized in A.1., the requirements of A.2. and A.3. shall not apply; however, such advance notice as may be reasonably possible will be appreciated even if not required.

If an employee has already used a day pursuant to the previous paragraph, no other days will be allowed unless the employee has remaining personal leave days and the requirements of A.1. and A.2. are met, unless the Superintendent in his/her discretion so authorizes. No grievance may be processed if the Superintendent refuses to grant the day or days.

5. Personal leave may be taken in whole day, half-day increments, or one-quarter day increments but not otherwise, except for bus drivers who are scheduled to work morning, mid-day, and afternoon runs. These drivers may use personal leave in thirds rather than half-day increments.

B. Unpaid Personal Leave

All employees shall be entitled to no more than five (5) days of leave without pay. Any request for one (1) deduct day must be given in the employee kiosk forty-eight (48) hours prior to the requested deduct day. The day will be granted providing a substitute for that particular classification can be arranged. Any request for two or more consecutive deduct days (Friday and the following Monday being considered as two (2) consecutive days) must be requested no later than thirty (30) days prior to the requested date of leave. The Superintendent or his designee shall have the right to grant days in excess of five (5) or to waive any requirements at their discretion.

C. Sick Leave

1. Accumulation

One and one-fourth (1 1/4<sup>th</sup>) days of sick leave shall be granted employees for each completed month of employment up to fifteen (15) days per year. Unused sick leave shall accumulate to three hundred forty (340) days. ("Day" in this context means the number of hours regularly contracted to work.)

2. Uses of Sick Leave

Standard reasons acceptable for sick leave are:

- a. Personal illness (includes emergency dental and medical appointments).
- b. Injury.
- c. Exposure to contagious disease which could be communicated to others.
- d. Absence due to illness, injury, or death in employee's immediate family.
- e. Absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

3. Leave Requirements

The Board shall require an employee to complete a sick leave application in the employee kiosk within three (3) days of the commencement of such illness or injury or as soon as practicable thereafter. Where there is evidence of habitual or excessive absences, the Board may require the employee to present a doctor's explanation of the illness or injury that necessitates the absence. Such requirement must be told to the employee at or prior to the time the employee commences an absence. Evidence of an employee's ability to return to work may also be required where there is evidence that an employee may not be able to perform the full duties of his/her classification.

4. Transfer of Sick Leave

Previously accumulated and unused or unconverted sick leave of an employee who has been separated from another Ohio public agency, shall be accepted at full value up to the maximum accumulation set forth herein.

5. Definition of Immediate Family

- a. For purposes of absence due to illness or injury for the required care of a member of the employee's immediate family, immediate family shall be defined as the employee's spouse, parent, child, grandparent, grandchild, appointed legal guardian of a minor, sibling, or other dependent of the employee living in the employee's household or other relation at the discretion of the superintendent.
  - b. For purposes of absence due to death, up to three (3) days of sick leave may be used to attend the funeral of the member of the immediate family as defined above, plus someone who has served in the capacity of parentis locus, or the employee's parent-in-law or child-in-law.
  - c. Up to an additional two (2) days of sick leave may be used to attend the funeral of a relative as defined in paragraph 5(b) above if the funeral is more than 300 AAA round trip miles from Bellbrook, Ohio.
  - d. The above restrictions or conditions may be waived or extended at the discretion of the Superintendent or his/her designee.
6. The net effect of a Bus Driver who is contracted to drive morning, mid-day and afternoon runs and who uses this leave for less than all three (3) runs on a given day shall be that the leave is used in thirds rather than halves. However, any employee who works more than six (6) hours a day may take this sick leave in two (2) hour increments.

D. Assault Leave

1. Any employee who is absent from work as a result of an assault or battery while in the course of his/her employment and which renders the employee physically unable to perform the duties of his/her position, shall be granted assault leave at no loss of pay. Such leave shall not be chargeable to sick leave.
2. Medical proof of the need or continuing need for such leave may be required and such leave benefits shall not exceed sixty-five (65) work days.
3. Only the wages paid to an employee under this Article during such period of assault leave must be returned to the Board if the employee receives, through the courts or other legal process, damages as a settlement for lost earnings.

E. Jury and Witness Duty Leave

1. Subpoena Leave

Any employee who is served any subpoena as a witness as opposed to being a party to a suit shall be released from duties with full pay up to ten (10) days in any one school year. The employee shall present proof from the court for his/her witness fee to the Treasurer of the District within two (2) weeks of his/her return to duties.

Every employee receiving a subpoena in connection with his/her duties related to the injury or custody of a former or present student, shall immediately notify his/her Supervisor, and shall permit the attorney for the Board to move to quash the subpoena if circumstances warrant.

2. Jury Duty

Members of the bargaining unit who serve as a juror shall continue to receive regular payments so long as they submit to the Treasurer of the District proof of fees paid to them for this jury service.

3. Leave shall be extended for only such time as is necessary for the jury or witness duty, and unless otherwise excused by the appropriate supervisor, such employee is required to be at work during his/her normal work hours when he/she is not needed by the court.

F. Leave of Absence Without Pay

1. Upon the written request of an employee covered hereunder, the Board may grant a leave of absence without pay for a period of not more than one (1) school year and shall grant such leave where illness or other disability is the reason for the request. Such leave where illness or other disability is the reason for the request may be renewed or extended by the Board. Proof of the need for such leave may be required. If there is a need to rescind the length of the leave, the employee must make notification, in writing, to the Board by March 1 for the year ending the leave.

2. Without request, the Board may grant a similar leave of absence because of physical or mental disability, but such employee may appeal such action through the Grievance Procedure of the Agreement. Such procedure shall be the exclusive appeal remedy.

3. Upon the return to employment at the expiration of such leave, the employee shall resume the contract status for his/her classification held prior to such leave



and shall be placed at the next higher pay level step provided the employee worked 120 days in the school year which such leave was taken.

G. Unpaid Maternity/Paternity Leave

Unpaid maternity or child care leave may be granted under this Article. Maternity leave of absence hereunder may be used in addition to or in lieu of sick leave when the disabled employee has exhausted sick leave or when the employee elects to not use accumulated sick leave. An employee who is pregnant or is adopting a pre-school child may commence such leave any time during pregnancy, or in the case of adoption, after the receipt of custody. Such leave under this Section shall not exceed two (2) years.

There shall be only one (1) request made for the term of the leave of up to two (2) years. This request is final. If there is a need to rescind the length of the leave, the employee must make notification, in writing, to the Board by March 1 for the year ending the leave.

H. Sick Leave Fund

Any employee who has accumulated and has maintained at least 15 days of unused sick leave days may donate two (2) days of his/her accumulated sick leave to the sick leave fund once a year at the beginning of the school year before September 30. The records for which will be maintained by the Treasurer, who will issue a notice to all employees (after the end of each school year) who qualify to donate to the sick leave bank.

The purpose of a sick leave fund is to give additional days of sick leave to employees of the bargaining unit who experience personal serious accidental injury, emergency surgery, or a catastrophic illness. The donation of that day of sick leave shall not reflect upon the donor employee's attendance record. Agreement to donate will be reflected on the sick leave fund form (Appendix D). A bargaining unit member must have contributed the required two (2) days of his/her accumulated sick leave during the current school year to utilize the sick leave fund during that school year.

If an employee has used all of his/her personal/sick leave and, if applicable, vacation leave, and applies to the sick leave fund, he/she may receive a gift of a number of sick leave days from the sick leave fund up to thirty (30), provided that the President of the Association, one (1) member of the association chosen by the Association president and the Superintendent, in the discretion of each, mutually agree that the employee is deserving, meets the criteria and has suffered personal serious accidental injury, emergency surgery, or a catastrophic illness.

Employees requesting a gift of sick leave days shall complete the applicable part of the form in Appendix E.

I. Family Medical Leave Act (See Appendix G.)

For purposes of the Family Medical Leave Act, the leave year starts July 1.

**ARTICLE X**  
**SENIORITY-BID PROCEDURE AND TRANSFERS**

A. Job Posting/Bid Procedure

All openings and vacancies shall be posted. Employees shall follow application procedures on the posting.

1. Job Posting Bids: “Bid Notice Procedures” shall be posted in all school buildings in an open area accessible to all employees. These shall be dated and state a date of expiration. The Association President will be sent a copy of the posting. During the summer months a notice of a vacancy will be sent out to all employees.
2. Time Limitations: All bids shall be posted for a minimum of seven (7) calendar days. All postings shall list the qualifications for the position. Employees desiring the position shall submit their bid to the administrator announcing the bid within five (5) working days after the bid is posted, not counting the date of posting.
3. Any employee who meets the qualifications of the posted position will be granted an interview. An employee who has been deemed to not meet the qualifications and who has not been granted an interview may meet with the building principal/supervisor to discuss the reasons why an interview was not granted. If not granted the position, the employee will receive a written letter on request stating, with specificity, the reason(s) for the denial of the position.

B. Seniority

1. For the purpose of this Agreement, seniority is defined as the length of continuous employment as a regular non-teaching employee of the Board. An approved leave of absence does not break seniority, neither does it add to seniority.

Classification seniority shall be defined as the total length of service in any classification.

Except for approved medical leave, an employee must be in active pay status no less than one hundred twenty (120 days) in the fiscal year, July 1 through June 30. Employees on approved medical leave shall not be affected by recalculation of seniority up to a maximum of two (2) years.

2. As of November 1 of each year, the Association shall be provided a seniority list of all employees in the bargaining unit.

3. Upon request, the Board will inform the Association President of personnel changes which affect the seniority list.

C. Vacancy/Transfer Procedure

A vacancy is defined as an available position in the bargaining unit. The Board shall determine when a position shall be filled.

Except as set forth below, the following procedure shall prevail when filling a vacancy:

1. Lateral voluntary transfers from current employees shall be by classification seniority from within the classification in which the vacancy occurs.
2. Promotional opportunities shall be filled from within the career progression series by seniority within the career progression series from the qualified applicants.
3. If it is determined that no qualified current employees in the career progression series exists, the district shall offer the position to current bargaining unit employees by district wide seniority. If no qualified candidate exists, the Board may seek outside candidates.
4. All positions filled by voluntary transfers or promotions shall have a sixty-day (60) probationary period. Either the employer or employee may decide to terminate the probationary period and return to their previous classification without reprisal. Such decision by the employer is not subject to the grievance procedure. A substitute shall be placed in the employee's previous position during the probation period.
5. The Board agrees to notify the Association when unit vacancies occur by providing the President with a copy of all positions posted. A position shall be considered vacant when an employee has resigned or retires, is discharged or has transferred to another position or when a new position is established. The Board retains the right to not fill a vacancy. A vacancy shall be filled with a temporary employee no more than sixty (60) days. The Board will interview all available, qualified applicants during the sixty (60) day probationary period of an employee who had retired, resigned, or has transferred to another position from when a new position is established.

For purposes of this Article, "qualified" means a person:

1. Who, within the last year, or for any two out of the last three years, has averaged 96% attendance at work for all scheduled work days. Only the first five (5) days of an extended illness will count against attendance for any one year of the three (3) years mentioned in the first sentence.

2. Who has not received a rating of “unacceptable” in any category or who has not received a rating of “improvement needed” in any three (3) categories on his or her last evaluation. If there has been no written evaluation within the past two years, a person shall be presumed to be satisfactory.
3. Who holds a certificate of qualification or license for the job involved, if a certificate of qualification or license is available and required.
4. Who passes a physical examination, if such examination is required.
5. Who meets such objective requirements for the job as are posted vacancies on school bus routes will be filled annually pursuant to Article XIII (D).

D. Placement on Appropriate Step

When a current employee transfers to another position or classification which carries a higher compensation level, he/she will be placed on the first step of the new classification that will result in an increase of hourly wage. If the employee transfers to another position or classification within the District which carries a lower compensation level, he/she will be placed at the wage step of the new classification that will result in the least amount of decrease of hourly wage.

**ARTICLE XI**  
**REDUCTION IN FORCE AND RECALLS**

Layoffs and Recalls

- A. Layoffs and recalls of employees shall be governed by this Article. A "layoff" is an involuntary reduction of the work force for reasons other than discipline, resignations or attrition. The reasons for layoff shall include:
1. Abolishment of the job or position
  2. Temporary lack of work in the job or position expected to last less than one year
  3. Lack of funds or financial reasons
  4. Reorganization of work force for efficient operation

Whenever it is necessary in the judgment of the Board to lay off employees, the Superintendent shall first advise the Association President of the nature of the proposed layoff including the classifications to be effected and/or the number of persons in each classification to be effected.

Layoffs shall be in accordance with O.R.C. 3319.172, which requires the Board to give preference first to employees under continuing contracts and then to seniority in each

classification effected by the layoff, with those employees having the least seniority to be laid off first.

If two or more employees have the same seniority date and it becomes necessary to resolve this tie, seniority priority shall be determined, first by application date and/or letter of intent whichever is earliest. If still tied, the date the state signed off on the employee's certificate/license, if applicable. If still tied, the names of the employees will be drawn by the Superintendent or his/her designee, with the Association President in attendance as a witness.

- B. An employee affected by layoff, having the ability and qualifications (including any license or permit required by law) may:
  - 1. Displace a less senior employee in any equal or successively lower rated classification, if any, within a Career Progression Series, or alternatively
  - 2. Displace a less senior employee in an equal or lower rated classification which the displacing employee has successfully held for at least six (6) months as an employee of the District

No employee subject to layoff shall be required to displace (bump) into a job classification with less hours. However, an employee who has the opportunity to displace (bump) into a job with equal or more hours than the job the employee lost by reason of layoff and who refuses such opportunity, loses the right of recall. Unless otherwise provided in this Contract, and employee, once laid off shall have recall rights into a job of at least the same hours as such employee lost, even if the employee accepts a job of lesser hours in the interim.

- 3. The employee affected by the layoff who chooses to displace a less senior employee into a job shall provide written notification to the Superintendent and Association president within five (5) calendar days after receiving written notification that they are being displaced. Thereafter, the Superintendent or designee shall provide written notification to the Association president and the employee that exercised his/her displacement rights as to whether s/he was successful and what position s/he will be awarded, with the number of hours associated with the position. The successful employee will notify the Superintendent or designee and the Association President within five (5) calendar days after notification that s/he will accept the position.
- C. For purposes of this Article, Career Progression Series are as follows:

- A. **CUSTODIAL**  
Maintenance  
Custodian

- B. **CLERICAL**  
Secretary

- C. **TRANSPORTATION**

- D. **SPECIALISTS**

Assistant Mechanic  
Bus Driver  
Transportation Assistant

Technology, Library Media, or  
Educational or Special Needs Assistant

### Recall Rights

1. The names of employees who are laid off shall be placed on a recall list following such layoff. A copy of the recall list shall be provided to the Association President.
2. The recall period shall begin the day following the last actual work date of the employee being affected by the reduction.
3. Continuing contract employees have recall rights for twenty-four (24) months. All non-continuing contract employees who have been employed by the district for at least one year and a day, shall have recall rights for twelve (12) months.
4.
  - (a) No new employee will be employed by the Board while there are employees on the recall list, willing and able to serve, in that job classification area. Such employees on the recall list shall be recalled according to seniority -- last-out, first-to-be-recalled.
  - (b) When a determination is made to fill vacancies, a certified letter will be sent to the last known address of all employees on the recall list who are qualified according to these provisions. It is the employee's responsibility to keep the Superintendent's office informed of his/her current address. All employees are required to respond in writing to the offices of the Board of Education within fourteen (14) calendar days of the receipt of the certified letter. The most senior of those responding shall be assigned to vacant positions. Any employee who fails to timely respond to this notice, or who declines to accept a tendered position of an equal or greater number of hours than the position last held forfeits all recall rights.
  - (c) An employee on the recall list, upon acceptance of the notification to resume active employment status, return to that status with the same seniority and accumulation of sick leave as he/she enjoyed at the time of reduction.
  - (d) During the first eighteen (18) months that an employee no longer qualifies for paid insurance, the employee shall remain a part of the employee group for insurance purposes, provided that the employee pays to the Treasurer, monthly, in advance, the full cost of the insurance premiums which he/she wishes to maintain.

## **ARTICLE XII CUSTODIAL**

- A. Call-in pay for custodial, maintenance, and mechanics shall be a minimum of two (2) hours, unless the call-in is due to negligence of the employee.
- B. The Board will grant night employees time off for Association meetings scheduled during the usual work hours of night employees under the following conditions:
  - 1. That all work missed will be made up following the meeting.
  - 2. The provision be limited to one (1) meeting per month.
- C. When day custodians are required to work night shifts, they shall receive the night shift differential.
- D. A night custodian required to work day shifts during the pupil school year shall continue to receive the night shift differential. During the summer months, night custodians will receive the regular day-time rate and be assigned to the day shift.
- E. Custodial employees normally scheduled to work a shift that extends later than 6:00 P.M. shall be paid an additional forty cents (\$.40).

During the summer months it will not be a general practice to schedule shifts beyond 6:00 P.M. When custodial employees are required to work an evening or night shift, they will be paid the differential.

For vacation and holiday pay purposes, custodial employees will be paid at their regular rate.

- F. Custodial employees will return to their normal school year shift with the beginning of the next school year. Two (2) weeks' notice for shift change will be given for any exception to the above unless an emergency condition exists.
- G. Custodians may, when necessary, be assigned other custodial duties in place of regular duties, but if these other duties require additional time to complete, the custodians will be allowed, with the approval of the responsible administrator, the extra time necessary to complete said duties. Such approval shall not be unreasonably withheld.
- H. Custodians not under contract to work during the summer months shall be called first and hired as summer help if the employee chooses this option. If the administration requests custodian(s) to work during the summer the custodian(s) shall be paid their regular rate of pay. Summer custodial work will be awarded by building need in accordance with building custodial seniority. If a custodian is not requested by the administration to work but seeks summer custodial work and is approved by the administration, the custodian will work for no less than custodian base pay rate.
- I. No custodian shall be reprimanded for conditions resulting from employee/student/community use when a custodian is not on duty during such use.

- J. If overtime is needed for regular duties, employees will be assigned within the building by rotating seniority.
- K. If overtime is required for outside weekend/holiday activities, custodians will be assigned by building first then by district on a non-rotating seniority basis as available through attempts to contact the employee.
- L. Custodial work needed for school events or activities outside the normal workday, when that work does not result in overtime as set forth in Section K above, shall be paid an additional \$4 per hour for such events or activities until such time as the employees are working overtime, at which time, he/she will receive ordinary overtime compensation. Custodians will be assigned by building first then by district on a non-rotating seniority basis as available through attempts to contact the employee.

**ARTICLE XIII**  
**TRANSPORTATION**

- A. The Board shall pay the Bus Drivers for all hours worked at the regular rate of pay except for field trips as outlined in Section G. Payment will be made in one-tenth (1/10) hours increments, subject to a four (4) hour daily minimum, plus fifteen (15) minutes per day for pre-trip or pre-run inspections unless it is a voluntary shared route, subject to the following:
  - 1.) The Board may employ a maximum of four (4) bus drivers who will be paid in one-tenth (1/10) hours increments, subject to a three (3) hour daily minimum plus fifteen (15) minutes per day for AM pre-trip inspection.
  - 2.) The Board may employ a maximum of three (3) bus drivers who will be paid in one-tenth (1/10) hours increments, subject to a two (2) hour daily minimum plus fifteen (15) minutes per day for AM pre-trip inspection. On a calendar month basis, if a two (2) hour route is consistently over 2.5 hours, then it shall be moved to a three (3) hour route making a total of up to seven (7) three (3) hour routes. If the route goes to less than 2.5 hours on a calendar month basis, it will revert back to a two (2) hour route.
  - 3.) Bus Drivers will be paid an additional fifteen (15) minutes for pre-inspections if they are assigned to drive a different bus for the afternoon route unless that bus has been pre-inspected that day.

No more than three (3) bus washings per semester (if needed) at the maximum time of thirty (30) minutes each will be paid.
- B. The Board shall pay all Bus Drivers driving the mid-day routes a minimum of two (2) hours at the regular rate of pay for such driving assignment.
- C. Drivers shall be credited with one (1) full year of seniority for each year of service.



- D. Route assignments for all drivers shall be based upon driver seniority with route and time equalization as far as possible with the exception that persons bidding on Special Education routes must meet the qualifications set forth in Section H below. All drivers shall receive written notification prior to June 30 as to the date of “in-service” and the date bidding will occur. Bidding will occur at least five (5) business days prior to the first day of school. Drivers must be available for bidding in person or by phone. If a driver is not available, the driver may name another driver to bid by proxy. Routes will be selected by the transportation coordinator for the unavailable driver.

Routes will be evaluated by the transportation coordinator throughout the school year to make adjustments. Route sheets will be updated on an as needed basis.

- E. Bus Drivers who have actual work time of less than the minimum hours set forth in Section A above may be given extra duties, compatible with their job description, to allow them to meet their assigned work hours per day. If the employee opts out of additional work assigned by the Transportation Coordinator, he/she will then be paid for actual work time. (Example: 45 minutes in A.M. and 1 hour and 45 minutes in P.M. route time with no optional extra work will only be paid 2 hours and 30 minutes per day.)
- F. The Transportation Department establishes all Regular Education, Special Education, and field trip routes. Bus Drivers will be provided with route maps and expected times, stops and direction of travel. Bus Drivers may not deviate from established routes without prior permission except as required by an emergency or by temporary road conditions.
- G. Bus Drivers are responsible for accurate time-keeping. After completion of all assigned trips on a route or field trip, Drivers and Assistants must proceed directly to the facility, except when performing other transportation duties. When a Bus Driver returns from a route and/or includes on his/her time card more than ten (10) minutes above the expected route time, he/she must complete a route deviation form to explain the additional time (Appendix J). This form must be turned into the Transportation Coordinator within 24 hours of the deviation.
- H. Special Needs
1. DRIVERS: Route assignments for special needs drivers shall be based upon seniority. Bidding will occur at least five (5) business days prior to the first day of school.
  2. No Bus Driver may bid for a Special Needs Route unless he/she meets the following qualifications;
    - i. Has received a CPI Certification for the current year;

- ii. Other Related Services - Has received training on use of lifts/harnesses, charting behaviors, and other related services required for special needs children;
  - \*Training to meet this section will be offered prior to the bidding date for each school year. Trainings may be offered more than once a year.
- iii. Attendance - Who, within the last year, or for any two out of the last three years, has averaged 96% attendance at work for all scheduled work days. Only the first five (5) days of an extended illness will count against attendance for any one year of the three (3) years mentioned in the first sentence.
- iv. Evaluations - Has not received a rating of “unacceptable” in any category or who has not received a rating of “improvement needed” in any three (3) categories on his or her last evaluation. If there has been no written evaluation within the past two years, a person shall be presumed to be rated as “acceptable” for purposes of this section.
- v. No previous discipline related to treatment of students;
- vi. No at-fault accidents or citations.

3. Training

- i. Attendance at training sessions may be required. If such training is required, it shall be paid for by the Board.

4. Mid-Day Assignments

- i. Mid-day assignments for special needs drivers shall be based on special needs driver’s seniority.
- ii. Subs for mid-day special needs routes will be assigned from the qualified regular driver mid-day sub list.

5. ASSISTANTS: At the beginning of the school year an assistant may request a change in route assignment. Special Needs routes assignments for special needs assistant shall be assigned by the immediate supervisor. Attendance at training sessions may be required. If such training is required, it shall be paid for by the Board.

6. The transportation coordinator, within his/her discretion and in accordance with law, provides special needs drivers and special needs assistants with appropriate medical information regarding the special needs students they are transporting.

I. There shall be a mid-day substitute seniority rotation list posted and available to the drivers. Failure to accept three (3) mid-day substitute assignments during a semester will result in the driver’s name being removed from the mid-day substitutes list for the remainder of the semester. Legitimate reasons for failure to accept a mid-day substitute assignment shall be taken into account by the Transportation Coordinator.

J. Field Trips and Extracurricular Trips

1. If at any time a mechanic deems a bus unsafe for a field trip the mechanic shall notify the transportation supervisor with specific safety concerns.
  2. All Drivers shall be paid a rate of \$15.70 for drive time and down time for the duration of this agreement.
  3. When trips are assigned to Bus Drivers, such assignment shall be made by a seniority rotation list. If a Bus Driver refuses said extra trip, he/she shall not lose placement on said list.
  4. Employees covered hereunder shall have first rights to drive buses on field trips before non-unit employees are given an opportunity to drive such trips. Drivers must indicate their willingness to drive field trips and extra-curricular trips by signing the posting at least forty-eight (48) hours prior to the time of departure of such trip(s). Drivers who are willing to be on-call for emergency runs (2 hours prior to departure) must sign an availability sheet. In such cases, seniority will not be utilized for assignment.
  7. All transportation postings for field trips shall be dated and include the expiration date. Additionally, all overnight trips shall include in the posting the estimated amount of hours to paid or compensated. All field trips, including drop-and-picks, shall be paid at a minimum of one (1) hour. If a field trip is cancelled within two (2) hours of its scheduled time, the bus driver shall be paid for one (1) hour of time, and given a make-up. If a field trip is cancelled prior to the two (2) hour cancellation notice time, the driver will be given a make-up.
  6. Only four (4) vans, driven by qualified non-unit employees, may be utilized for transporting students limited to two (2) vans per event.
- K. The Board will reimburse a Bus Driver applicant for the cost of taking any commercial driver's license test, including renewals, administered by the State if the applicant successfully passes the test that was taken and if the applicant successfully obtains a commercial driver's license. The Board will also reimburse the Bus Driver for the cost of the fee for obtaining the commercial driver's license. Should the Driver voluntarily terminate his/her employment within two (2) years following his/her passage of the CDL requirements, said Driver shall reimburse the Board for all costs incurred in regard to the obtaining of the license. Such reimbursement shall be via payroll deduction from the employee's final paycheck.
- L. Yearly physicals will be administered in such a manner as to protect the privacy of every employee and will be paid for by the District.

**ARTICLE XIV**  
**SPECIALISTS/ASSISTANTS**

- A. All Specialists/Assistants will have an unpaid thirty (30) minute uninterrupted lunch period.
- B. Special needs assistants will be paid to attend planning meetings regarding their special needs students when their attendance is requested in advance by the Principal or Special Education Supervisor.
- C. CPI training will be offered by the District for drivers, Special Needs Assistants, and Transportation Assistants yearly.

**ARTICLE XV**  
**ALL CLASSIFICATIONS**

- A. Calamity Days-All employees shall be paid for time lost up to a maximum of five (5) days or the daily scheduled hourly equivalency per school year when the schools in which they are employed are closed due to an epidemic or other public calamity. Any time the Superintendent declares a school closing/calamity time period employees who are required to work during the calamity time period will receive regular pay plus overtime.
- B. Mileage Reimbursement - Any employee utilizing his/her personal vehicle in the performance of his/her scheduled duties shall be reimbursed for actual miles driven. The mileage allocation shall be the same throughout the District at the current IRS rate. Employees must complete the district mileage reimbursement form.
- C. Sub-Contracting - During the life of this Agreement, the Board will not contract or subcontract in a manner which would cause an employee to lose his/her job.
- D. Required Meeting Attendance - Employees shall be paid for all time worked beyond the normal workday if approved in advance by the principal/supervisor. Employees will receive extra pay at the hourly rate, compensatory time or flex time at the option of the employee. Flex time must be used within the same week as the extra time worked.
- E. Meetings Beyond Work Hours - Employees who are required by the Board to attend a meeting outside their regular working hours or outside their regular work day shall be paid for such time at the regular rate of pay.
- F. Open Enrollment – Children of employees will have first priority in an open enrollment.
- G. Medical Procedures – No employee shall be required to perform medical procedures except as required by law and after notification (by email), with proper training, and with any necessary equipment to be provided by the Board. The adequate opportunity for training that is offered by the Board will be considered mandatory, and any employee who misses the offered training will be responsible for obtaining training on his/her own or will be subject to potential discipline

- H. Obtaining Substitutes - All employees will call the Building Administrator or Supervisor to obtain substitutes when the employee needs to use a sick leave day if there is not time for prior notice.
- I. Payroll Adjustments – If an adjustment is needed in payroll, the administration shall notify the employee in the pay period prior to the adjustment. The treasurer’s office shall correct any discrepancy over the next two (2) pay periods.
- J. Copies of Timesheets – If a supervisor has questions regarding an employee’s timesheet, he/she shall contact the employee to discuss the issues as soon as possible. No timesheets can be changed without notification to the employee. Employees may request to receive a copy of timesheets.
- K. All state and district-mandated tutorials, videos, etc. shall be listed and provided to employees as soon as they are made aware and/or available to administration within a reasonable amount of time so that employees can determine their own schedules to ensure completion by the designated times.

**ARTICLE XVI**  
**ASSOCIATION RIGHTS**

All rights listed below are sole and exclusive rights of the Association.

- A. Association days shall not be considered as work days within the school calendar. Those twelve (12) month employees scheduled to work on such days may, at their option, attend the meeting or work their scheduled day. Those who attend must provide proof of attendance, i.e., registration receipts, turned into the central administrative office, unless the receipts are not given at the time of the meeting. When receipts are not given at the meeting, they will be turned in as soon as possible.

\*If the WOEa Day is ever reinstated, it would automatically return to this Section.

- B. The Association shall be entitled to send a maximum of two (2) official delegates to its annual assemblies. Such delegates shall receive their normal wages for each day they serve as an official delegate. However, it is understood that the total annual assembly days shall not exceed six (6) paid days per year. The selection of the employees to attend shall be up to the Association as long as substitutes can be arranged by the administration and whenever possible, such delegates shall be from two (2) different classifications.
- C. The Association President and the Association representative for each building shall receive, prior to each Board meeting, a copy of all relevant public data pertaining to said Board meeting with a copy of the meeting agenda, Superintendent’s recommendations and financial report. Each Board meeting agenda shall be posted in each building no

later than the day of the meeting except if such meeting is an emergency session as prescribed for in Section 121.22 O.R.C.

- D. The Association has the right to transact union business on school property as long as there is no interference with employees who are scheduled to work.
- E. The Association has the right to represent members on union matters.
- F. The Board will notify the Association President within seven (7) days after the Board hires a new employee. The Superintendent will supply the name, address, classification, and shift of the new employee to the President.
- G. The Association has the right to use bulletin boards and internal mail for union announcements.

**ARTICLE XVII**  
**SCHOOL CALENDAR**

- A. The Superintendent provides the Association two (2) calendar options by December 1<sup>st</sup> of each year. The Association shall have the right to submit a suggested option calendar to the Superintendent for consideration within twenty (20) days of receipt. Following receipt by the Association, the Association shall return its preference in writing to the Superintendent by mid-January. Such preference shall indicate the number of Association members voting in favor of the various calendar options.
- B. The Board shall normally adopt a school calendar prior to the last student day of the school year.

**ARTICLE XVIII**  
**INDIVIDUAL CONTRACTS**

- A. All employees covered shall be issued written contracts. Such contracts shall include the following:
  - 1. Name of employee.
  - 2. Title of employee at the time of contract issuance.
  - 3. Type of contract, i.e., limited or continuing.
  - 4. Wage rate at the time of contract issuance.

5. Number of days and number of hours per day (bus drivers and transportation assistants may be subject to change if a change in route would occur).
- B. Current job descriptions and work calendars will be available in each building and transportation office. Prior to the Board approving any changes to job descriptions, they will be submitted to the SLASP President for consideration and input from the SLASP.
- C. Wage notices will be updated each year to continuing contract employees and limited contract employees, whose contracts are not subject to renewal. Such notices shall be issued not later than July 1 for the succeeding school year.
- D. All employees shall receive a copy of their job calendar for the following school year before the end of the current school year. Job calendars shall reflect actual work days. Individual employee job calendars shall not be reduced from the previous school year unless it is a part of a reduction in force.
- E. Retire/Rehire
  1. An employee may elect to apply for a one year contract immediately following retirement under the State Employees' Retirement System provided:
    - a. Such retirement follows the last scheduled work day of the school year. The employee must complete the school year.
    - b. The employee who returns to duty begins on the first scheduled work day of the next school year.
    - c. No accumulated sick leave shall be carried forward when the employee returns to duty.
  2. An employee returning to duty shall start at Step 4 of the salary schedule and remain at Step 4 except that the employee shall receive any percent increases that might apply to that step.
  3. Employees who are hired by the Board after retiring from another school system shall be placed at Step 0 during the entire term of their employment at Bellbrook-Sugarcreek except that the employee shall receive any percent increases that might apply to that step.
  4. Retired employees who return to duty are nevertheless subject to a reduction in force and for purposes of a reduction in force will be considered to have no seniority.
  5. A Bellbrook-Sugarcreek employee wishing to be rehired following retirement shall notify the Superintendent in writing by March 1 of the year of retirement.

6. A retired employee who is rehired will begin employment with one (1) day of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provision of Article 9(C).
7. Except to the extent addressed in this Article, all provisions of the Agreement apply to retired employees who are rehired including retirement contributions, insurance, personal leave and all other fringe benefits.

## **ARTICLE XIX PERSONNEL FILES**

- A. One official personnel file shall be maintained in the office of the Board. If a supervisor maintains a file regarding an employee, such notes are not considered part of the employee's official personnel file. All disciplinary related materials inserted into the files shall contain the date when the item was placed therein. Employees shall be notified in writing within five (5) work days of placement.
- B. Upon the written request of the employee to the Superintendent or his/her designee, such employee shall have the right to review the contents of his/her personnel file, excepting any confidential references given at the time of employment. Such references shall not be reviewable during such time an employee is employed on a limited contract. At the employee's request, a representative of the Association may accompany the employee in such review and the review shall be made in the presence of the person responsible for the safekeeping of the file.
- C. An employee shall have the right to one (1) copy, at no expense, of the reviewable items in the file and said employee shall have the right to answer, in writing, any complaints or reprimands found in the file. Such answer shall be attached to the complaint or reprimand reviewed.
- D. Copies of written complaints received by the District shall be sent to the employee. Verbal complaints that are to be placed in a personnel file shall be reduced to writing by a Supervisor and a copy of the same shall be sent to the employee. An employee has the right to rebut any item placed in the file.
- E. If an employee proves to the Superintendent that any item in the file is inaccurate, irrelevant, or untimely the employee may request the Superintendent remove and/or expunge the item from the file. The request may be granted.

## **ARTICLE XX EVALUATIONS**

With the exception of bus drivers, all employees shall be evaluated by his/her supervisor at least once during each year of employment by means of the evaluation instrument which is attached as Appendix B.



Bus drivers shall be evaluated by his/her supervisor at least once during each year of employment by means of the evaluation instrument which is attached as Appendix C.

**ARTICLE XXI**  
**OUT-OF-CLASSIFICATION WORK**

An administrator/supervisor will not assign out-of-classification work to an employee unless it is an emergency situation.

**ARTICLE XXII**  
**PAY PERIODS**

- A. Employees will begin to receive pay for services on the first pay period at least one (1) week but not more than three (3) weeks following performances of these services.
- B. All employees will be paid over twenty-six (26) bi-weekly pays.
- C. Direct Deposit

All employees must participate in direct deposit of payroll checks. An employee's wages shall be paid by electronic transfer to a bank, credit union, brokerage firm, or savings and loan institution of the employee's choosing each pay date. Appropriate application forms will be available in the office of the Treasurer.

- D. No deduction of personal leave/sick leave shall be made until after the leave is taken.

**ARTICLE XXIII**  
**WAGES**

Wages for employees covered hereunder shall be as set forth *in Addendum A*.

Two percent (2%) increase for each of the 2017-2018, 2018-2019, 2019-2020 school years plus step increases where applicable.

A merit pay of \$250.00 will be awarded to all support staff employees each year of the contract if rated A/B or equivalent new state rating by ODE. The payment will be made the first pay in December.

Two additional STEPS will be recognized in the salary schedule for the duration of the contract:

- Step 20 – Factor of 1.278
- Step 25 – Factor of 1.320

**ARTICLE XXIV**  
**OVERTIME**

- A. Employees requested to work and, who, in fact, work in excess of forty (40) hours in a week in a paid status will be paid overtime.
- B. All overtime will be paid at the rate of time and one-half of the regular rate of pay. Flex-Time off may be granted in lieu of overtime payment of wages if mutually agreed upon, in writing by the employee and supervisor, prior to working any overtime.
- C. Overtime shall not be compensated twice for the same hours worked.
- D. For purposes of overtime, the normal work week shall be defined as forty (40) hours of work. The normal work week shall begin at 12:00 am Monday and shall end at 12:00 p.m. Sunday.

**ARTICLE XXV**  
**STATE EMPLOYMENT RETIREMENT SYSTEM PICK UP**  
**UTILIZING THE EARNINGS REDUCTION METHOD**

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue System revenue rulings 77-464 and 81-36, although they shall continue to be designated as employee's contributions as permitted by Attorney General opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System contribution which has

been designated as picked up by the Board and that the amount designated as picked up by the Board shall be included in computing final average earnings, provided that no employee's total earnings is increased by such pick up nor is the Board's total contribution to the State Employees Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation thereafter.
- B. The parties agree that, should the rules and regulations of the Internal Revenue Service or retirement system change, making these procedures unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, and severance including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
- D. Such earnings reduction shall not result in any earnings which may be less than any minimum earnings required under the State law. Should the reduction calculation result in an earning that is less than any minimum required under State law, a pro-rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State law.
- E. It is understood that it is the responsibility of each individual employee to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with Internal Revenue System laws and regulations.
- F. The Board is not liable nor shall it be held responsible for any related legal, IRS, SERS, or any other agency's penalties or decisions concerning this plan now or in the future.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.
- H. Any employee who purchases credit with SERS may have payroll deduction with pre-tax dollars.

## **ARTICLE XXVI** **INSURANCE**

### A. Life Insurance

The Board agrees to pay on behalf of each member of the bargaining unit, the cost of a group term life insurance policy in the amount of \$45,000.00, accidental death in the amount of \$90,000.00, plus dismemberment, conversion privilege, and additional

coverage privilege. Such additional coverage may be purchased by the bargaining unit member at the rate paid by the Board if approved by the insurance company.

B. Hospitalization, Surgical, and Major Medical

The Board agrees to pay on behalf of each employee who regularly works seven or more hours per day, eighty percent (80%) of the cost of a single, employee plus children, or family contract with major medical. For employees who regularly work less than seven hours per day, the percentage of the premium for such medical insurance to be paid by the Board shall be eighty percent (80%) multiplied by the fraction expressed as the number of hours such employee is regularly scheduled to work divided by seven (7).

C. Health Insurance Co-Pay

The co-pay for health insurance physician office visits will be twenty dollars (\$20.00) per visit (*See Appendix H for detailed information.*)

D. Prescription Drug Co-Pay

Prescription drug co-pay shall be ten dollars (\$10.00) for a generic brand prescription, twenty-five dollars (\$25.00) for each brand name prescription and forty dollars (\$40.00) for each non-formulary drugs per prescription. Mail orders for 90 days shall be 20/50/80.

E. Vision and Dental Insurance

The Board agrees to purchase a dental plan for each employee who is scheduled to work seven or more hours per day. The Board will pay 80% of the premium cost of a single or family contract and the employee will pay 20% of the premium cost. For employees who regularly work less than seven hours per day, the portion of the premium for such insurance which will be paid by the Board shall be determined by multiplying the premium by the fraction expressed as the number of hours such employee is regularly scheduled to work divided by seven (7).

*See Appendix I for detailed information.*

F. Disability Leave Provisions

An employee on a disability leave of absence may exercise the option of maintaining insurance coverage, at the employee's expense, during the leave if allowable by the carrier(s). The benefits shall terminate at the expiration of such leave and such leave shall not exceed two (2) years. Employee contributions to premium(s) shall be submitted to the Board Treasurer by the twentieth (20<sup>th</sup>) day of the month.

G. Coordination of Benefits

Coverage hereunder shall be subject to the provisions of the Master Agreement with the insurance carrier, and such provisions shall include coordination and subrogation of benefits. Any change in carriers will provide for no loss or lapse of coverage unless otherwise mutually agreed.

H. Section 125

The Board shall, at no cost to the Board, provide a Section 125 Plan opportunity to all employees under Part A of Section 125 (Internal Revenue Code) having to do with cafeteria plans. There will be three parts to such plan:

1. Medical insurance premiums
2. Medical expenses
3. Child/adult care expenses

I. Light Duty Work

The Board may provide light duty work for employees who return to work after some disability, injury or illness when such light duty work is recommended by the employee's or Board's appointed physician, provided there is light duty work available. No employee will be given a change in job classification to attain "light duty". A "light duty" assignment will not be granted nor extended beyond a four (4) week period. Employees shall use disability retirement as provided and approved by the School Employees Retirement System, or Workers' Compensation Program when they apply, when they cannot perform the tasks required for their position.

J. Insurance Seminar

If requested by either Union or Administration, a meeting shall be held after school to instruct employees on the proper usage of insurance benefits.

K. Health Insurance Committee

During the term of the Agreement, either party may call for a study committee to review the status of the District's health insurance plan(s) both as to coverage(s) and premiums. In the event either party exercises its rights hereunder, the parties shall commit their respective representatives to the committee and the committee's members shall meet at mutually convenient times and dates. The purpose of the committee is to get the facts regarding the insurance and to make recommendations to the Board and the Association. At any time the committee is scheduled to meet, representatives of any other exclusive representative in the District shall be invited to be part of the study committee. Each participating party shall be entitled to up to three (3) representatives.

L. Opt-Out of Health Insurance Option

An opt-out health insurance option will be offered to current employees only, who must opt-out by September 30 (during the Fall open enrollment period). Those who opt-out will be paid in June at the end of the opt-out year. Due to unforeseen circumstances, an employee may opt back in at any time, if an event occurs to allow such opt-in by the insurance company. The opt-out incentive will be prorated accordingly if someone opts back in during the same school year.

For part-time unit members the Opt-Out Incentive will be prorated to reflect the proration of full-time equivalent (FTE) position held by the unit member.

A one-time payment of the following amounts will be offered to current bargaining unit members who are currently enrolled in the district health insurance program. Newly hired employees are not eligible for this one-time payment. This option is available all three (3) years of the contract. No employee shall receive more than one payment under this article.

This incentive is not available to employees who are insured under another health care plan in this district.

There is no incentive during the current contract period for employees who opt-out of a family plan to a lower plan or from an employee plus kids plan to a single plan.

- 1.) \$5000 Family
- 2.) \$4000 Employee plus kids
- 3.) \$3500 Single

## **ARTICLE XXVII** **HOLIDAYS**

- A. The following days shall be paid holidays for all employees who work the scheduled work day preceding and the scheduled work day following the holiday. Said days are paid holidays regardless of the day in the week such holidays may fall:

The days are as follows:

Day before New Year's	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving
President's Day	Day after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas

- B. Only eleven (11) and twelve (12) month employees are eligible for Independence Day. If Independence Day falls on Saturday, non-teaching employees will be given Friday off; if it falls on Sunday, they will be given Monday off (as paid days).

- C. Any employee required to work on a holiday will receive his/her regular rate of pay for that day in addition to the holiday pay.
- D. Observance days for the holidays set forth above shall be set by the Board. Normally, this will be done at the time the Board adopts the school calendar.
- E. Employees may chose the option of working the day before Christmas and taking the day after Christmas as a holiday with advance approval of administration/supervisor.

**ARTICLE XXVIII**  
**VACATION**

- A. Each full-time eleven (11) or twelve (12) month classified employee is entitled to vacation as follows:

10 days after 1 year of full-time service

15 days after 9 years of full-time service

20 days after 19 years of full-time service

- B. Vacations must be arranged with the immediate supervisor and to the extent possible be taken during non-student days. Approval of vacation leave requests shall be subject to manning requirements.

Vacations shall be calculated as of July 1 of each year. Anyone hired at a time other than July 1 shall accrue pro-rata vacation days during the period of time from the hire date to the next July 1. These accrued days may be taken as vacation after the employee has passed his/her anniversary (hire date). At July 1 following the employee's first anniversary date, he/she will have ten (10) days of vacation plus any accrued days not taken.

- C. Only time worked in an eleven (11) month or more capacity shall be credited for vacation eligibility.
- D. Two hundred thirty-nine (239) scheduled days or more, including holidays, shall be considered a full-time eleven (11) or twelve (12) month position.

**ARTICLE XXIX**  
**SEVERANCE PAY**

Any support staff employee who has ten (10) years of service credit with the District shall be granted severance pay. Employees, at the time of their death or retirement from service with the Board, shall be paid twenty-five percent (25%) of their accrued but unused sick leave credit. Severance pay may be paid to a maximum of eighty-five (85) days and shall be based on the employee's daily rate of pay as of the last day worked. Payment for leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Proof of retirement with the State Employees Retirement System must be submitted to the Treasurer before payment to the employee will be made. The payment shall be made within sixty (60) days after said proof has been submitted, or at the employee's option, within thirty (30) days after January 2, in the calendar year following said retirement. Payment shall be made only once to any employee. Application for payment under this Article must be made within sixty (60) days of the last day worked. In the event of the employee's death, payment shall be paid to the employee's estate.

**Retirement Incentive**

For the first two (2) years of this contract (2017-2018 and 2018-2019), a retirement incentive will be made available to a qualifying employee as set forth below.

- A. To qualify for this incentive, an employee who is eligible by June 30 of the calendar year under the State Employment Retirement System (SERS), must give written notice to the Superintendent by no later than March 1. Such notice will state that the employee is retiring effective at the end of the current school year and requests that the Superintendent so notify the Board for action on the retirement. For purposes of this division, "Ohio SERS retirement eligible" means having 25 years or more service credit to apply toward Ohio SERS retirement.
- B. In addition to and separate from severance pay, any bargaining unit member will be provided a retirement incentive equal to \$500.00 times each year of Bellbrook-Sugarcreek service, not to exceed \$10,000.00, provided that such unit member has been on a paid status (not on a leave of absence) for a period of at least two years immediately prior to retirement.
- C. An employee who is "Ohio SERS retirement eligible" and misses the March 1 deadline forfeits his/her right to this incentive.
- D. The school board will pay the incentive to qualifying employees in one lump sum payment. Such payment shall be made in January of the calendar year following retirement under Ohio SERS.
- E. An employee may be required to give an appropriate release to the Board of Education for purposes of inquiry at the Ohio SERS. It shall be the responsibility of the employee to be aware of when such employee becomes "Ohio SERS retirement eligible". Lack of



knowledge or “innocent” errors shall not extend an employee’s deadline for written notice under paragraph C above.

Any unit member having previously retired under SERS is not eligible for this incentive unless such retirement was a disability retirement.

For more information on eligibility for SERS retirement, the member should contact Ohio SERS.

**ARTICLE XXX**  
**SICK/PERSONAL LEAVE INCENTIVE**

Employees using one (1) or less days of sick/personal leave per work year shall be compensated in the pay check following their last work day of the work year. The amount of this perfect attendance incentive reimbursement shall be:

<u>Sick/Personal Leave Days Used</u>	<u>Amount of Compensation to be Received</u>
0	\$300.00
1	\$200.00

The use of the first two deduct days will count as days of absence toward the perfect attendance incentive.

**ARTICLE XXXI**  
**HEALTH AND SAFETY**

A. Report Internally First

Complaints regarding health and safety concerns should be brought to the attention of the Building Administrator as soon as the concern is known. The Building Administrator will reply to the employee with five (5) working days. If the problem is not solved to the employee’s satisfaction, the employee may report the problem to the Superintendent and the Superintendent will reply within five (5) working days as to how the alleged problem has or will be solved.

B. Bloodborne Pathogens

An employee will be given the opportunity to receive Hepatitis B tests/vaccine, and the Board will pay any deductible costs after the employee’s insurance has paid the amount covered. The Board will honor the request and pay for any employee who believes and can substantiate he/she may be in danger and requests the Hepatitis B tests/vaccine. The Board will make an effort to protect the employees from exposure to bloodborne pathogens in the work place.

C. Sexual Harassment Procedure

Sexual harassment is strictly prohibited. Sexual harassment is any deliberate, repeated, or unsolicited verbal comment, gesture or physical contact of a sexual nature. This form of misconduct undermines the integrity of the employment relationship. Sexual harassment refers to sexual behavior which is personally offensive, disables morale, creates an intimidating, hostile or offensive working environment and, therefore, interferes with the work effectiveness of victims, co-workers, and students. Sexual harassment also occurs when an employee suffers a tangible job detriment in retaliation for refusing to submit to sexual demands.

The following procedure for processing sexual harassment complaints shall be used:

1. Any employee who believes that he/she is the object of sexual harassment shall bring such behavior to the immediate attention of his/her Supervisor. Should the employee's Supervisor be the alleged harasser, the complaint shall be brought to the immediate attention (no more than two (2) working days) of the Superintendent and any member of the Board whom the employee chooses.
2. Complaints by the alleged victim shall be reduced to writing by the employee within five (5) working days after being reported in accordance with paragraph 1 and shall contain sufficient specificity to enable the Employer to investigate.
3. Complaints shall be processed and investigated in such confidence as is commensurate with the Employer's right and duty to investigate. All the circumstances shall be considered in determining whether or not sexual harassment has occurred.

**ARTICLE XXXII**  
**SEVERABILITY**

- A. This Agreement is subject to all existing and applicable state or federal laws, provided that should any change be made in any state or federal laws which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect. The parties shall thereafter seek to agree upon substitute provisions which are in conformity with acceptable law.
- B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to bargain the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

- C. The Agreement constitutes the total agreement between the parties.

**ARTICLE XXXIII**  
**TUITION REIMBURSEMENT**

The Board will reimburse an employee for taking coursework. The coursework must be related to employment with the District and be pre-approved in writing by the Superintendent or designee. The classes must be taken at a fully accredited college or university, and the employee will receive two hundred dollars (\$200.00) per hour per quarter or three hundred dollars (\$300.00) per hour per semester with a cap of six hundred dollars (\$600.00) per employee per year. The tuition reimbursement from the Board has the following conditions:

- A. The employee is eligible for reimbursement for tuition fees for college credits earned between September 1 and August 30 any year.
- B. Payment will be made in the next school year upon the employee presenting proof of completion of a course (see Appendix F) and presenting an official transcript to the Superintendent by October 1 and provided the employee is employed in the District and working in an active pay status at the time of payment.

**ARTICLE XXXIV**  
**MISCELLANEOUS**

- A. Upon ratification and adoption, the Board shall provide ten (10) printed copies of the Agreement to the association president, and a full copy with all appendices will be maintained online by the administration. Additionally, any new classified employee shall receive a copy of this Agreement with other employment forms and information. The Negotiated Agreement will be uploaded to the Employee Kiosk accessed by employee login.

- B. Academic Distress Commission

ORC 3302.10 shall have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of public instruction to establish an academic distress commission for the district and until the Superintendent of public instruction notifies the district that the district is subject to the provisions of ORC 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this agreement to be reinstated subject to negotiation.

Furthermore, the Association and its members reserve all rights to challenge the constitutionality of 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge the construction or implementation of ORC

3302.10 or its provisions by the Board, any academic distress commission, any chief executive officer, or any other person or entity and/or respect to the provisions of ORC 3302.10.

**ARTICLE XXXV**  
**DURATION OF AGREEMENT**

- A. This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of said Agreement.
  
- B. This Agreement shall be effective as of July 1, 2017 through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11<sup>th</sup> day of May 2017.

**FOR THE BOARD**

By Mary R. Gandy  
Board President

By Phillip Riene  
Superintendent

By Kevin L. Riving  
Treasurer

**FOR THE ASSOCIATION**

By Janette Copiah  
President

By Doree Jueck  
Vice President

By Ashmine Williams  
Designated Representative

***APPENDIX A***  
**GRIEVANCE FORM**

I. Name of Aggrieved: \_\_\_\_\_

II. Grievance Submitted To: \_\_\_\_\_

III. Date Submitted: \_\_\_\_\_

IV. Provision of Agreement Alleged to be Breached:  
\_\_\_\_\_  
\_\_\_\_\_

V. Statement of Grievance:

VI. Relief Sought:

VII. Signature of Aggrieved: \_\_\_\_\_

VIII. Date Received: \_\_\_\_\_

By \_\_\_\_\_

**APPENDIX B**  
**BELLBROOK-SUGARCREEK SCHOOLS**  
**SUPPORT STAFF EVALUATION FORM**

Name \_\_\_\_\_ Date \_\_\_\_\_

Job Assignment \_\_\_\_\_ School/Dept \_\_\_\_\_

This form must be completed in full and signed by the supervisor and the employee. The employee's signature does not indicate agreement with the evaluation but that the evaluation has been reviewed.

SELF EVALUATION				1. Exceeds 2. Acceptable	3. Improvement Needed 4. Unacceptable	SUPERVISOR EVALUATION			
1	2	3	4			1	2	3	4
				<b>1. <u>Ability</u></b>					
				A. Rate the employee on ability to operate equipment as required by the position.					
				B. Rate the employee on ability to perform the specific duties required of the position.					
				<b>2. <u>Attitude</u></b> Rate the employee on attitude toward the job, schools, other employees, etc.					
				<b>3. <u>Responsibility</u></b> Rate the employee on use of time and ability to complete work without direct supervision.					
				<b>4. <u>Dependability</u></b>					
				A. Rate the employee on daily attendance record.					
				B. Is the employee punctual for work, lunch, and break periods?					
				C. Does the employee report absences as required?					
				D. Does the employee attend all required meetings at the building level and/or the district level?					
				<b>5. <u>Reliability</u></b>					
				A. Rate the employee on ability to follow instructions.					
				B. Rate employee on ability to utilize appropriate work methods and procedures.					
				C. Rate employee on ability to perform expected tasks at expected times.					
				D. Does the employee get the job done with minimum supervision?					
				<b>6. <u>Relationship with Others</u></b>					
				A. Rate employee on ability to get along with supervisors.					
				B. Rate employee on ability to get along with other employees.					
				C. Rate employee on ability to get along with students and the public.					
				<b>7. <u>Cooperation</u></b> Rate employee on willingness to accept supervisor's direction					

**BELLBROOK-SUGARCREEK SCHOOLS - SUPPORT STAFF EVALUATION FORM (page 2)**

Supervisor Comments:

The following is the plan for improvement:

Employee comments:

*I have reviewed this evaluation:*

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Supervisor/Administrator Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Administrator Signature

\_\_\_\_\_  
Date

Form: CO-0530

**APPENDIX C**

**BELLBROOK-SUGARCREEK SCHOOLS TRANSPORTATION STAFF EVALUATION FORM**

Name \_\_\_\_\_ Date \_\_\_\_\_

Job Assignment \_\_\_\_\_ School/Dept \_\_\_\_\_

This form must be completed in full and signed by the supervisor and the employee. The employee's signature does not indicate agreement with the evaluation but that the evaluation has been reviewed.

SELF EVALUATION				1. Exceeds 2. Acceptable	3. Improvement Needed 4. Unacceptable	SUPERVISOR EVALUATION			
1	2	3	4			1	2	3	4
				<b>1. Ability</b>					
				A. Rate the employee on ability to operate equipment as required by the position.					
				B. Rate the employee on ability to perform the specific duties required of the position.					
				<b>2. Attitude</b> Rate the employee on attitude toward the job, schools, other employees, etc.					
				<b>3. Responsibility</b> Rate the employee on use of time and ability to complete work without direct supervision.					
				<b>4. Dependability</b>					
				A. Rate the employee on daily attendance record.					
				B. Is the employee punctual for work, lunch, and break periods?					
				C. Does the employee report absences as required?					
				D. Does the employee attend all required meetings at the building level and/or the district level?					
				<b>5. Reliability</b>					
				A. Rate the employee on ability to follow instructions.					
				B. Rate employee on ability to utilize appropriate work methods and procedures.					
				C. Rate employee on ability to perform expected tasks at expected times.					
				D. Does the employee get the job done with minimum supervision?					
				<b>6. Relationship with Others</b>					
				A. Rate employee on ability to get along with supervisors.					
				B. Rate employee on ability to get along with other employees.					
				C. Rate employee on ability to get along with students and the public.					
				<b>7. Cooperation</b> Rate employee on willingness to accept supervisor's direction					



**BELLBROOK-SUGARCREEK SCHOOLS – TRANSPORTATION STAFF EVALUATION FORM**

**OBSERVATION CHECK LIST**

DRIVER \_\_\_\_\_

DATE \_\_\_\_\_

**PRE-DRIVING PROCEDURES:**

- \_\_\_\_\_ 1. Safety check
- \_\_\_\_\_ 2. Adjusts seat & mirror
- \_\_\_\_\_ 3. Fasten seat belt
- \_\_\_\_\_ 4. Pre-trip form properly filled out

**STARTING THE ENGINE:**

- \_\_\_\_\_ 1. Park break set
- \_\_\_\_\_ 2. Gear lever in neutral
- \_\_\_\_\_ 3. Engages starter properly

**STARTING INTO TRAFFIC:**

- \_\_\_\_\_ 1. Check mirrors & blind spot
- \_\_\_\_\_ 2. Releases parking break
- \_\_\_\_\_ 3. Signals

**SPEED AND CONTROL:**

- \_\_\_\_\_ 1. Drives too fast or slow
- \_\_\_\_\_ 2. Observes marked speed limits
- \_\_\_\_\_ 3. Always has control
- \_\_\_\_\_ 4. Stays in proper lane
- \_\_\_\_\_ 5. Looks in all directions
- \_\_\_\_\_ 6. Yields to traffic/pedestrians
- \_\_\_\_\_ 7. Proceeds safely

**TURNING LEFT OR RIGHT:**

- \_\_\_\_\_ 1. Slows down in time
- \_\_\_\_\_ 2. Signals Properly
- \_\_\_\_\_ 3. Checks traffic
- \_\_\_\_\_ 4. Uses mirror
- \_\_\_\_\_ 5. Wheel/curb proper ratio
- \_\_\_\_\_ 6. Stays in proper lane
- \_\_\_\_\_

**TURN AROUNDS:**

- \_\_\_\_\_ 1. Slows down in time
- \_\_\_\_\_ 2. Uses hazard &/or strobe lights
- \_\_\_\_\_ 3. Stops in proper position
- \_\_\_\_\_ 4. Shifts to reverse
- \_\_\_\_\_ 5. Checks traffic
- \_\_\_\_\_ 6. Sounds horn
- \_\_\_\_\_ 7. Uses mirror
- \_\_\_\_\_ 8. Backs into proper lane
- \_\_\_\_\_ 9. Signals properly

**STUDENT LOADING AND UNLOADING PROCEDURES:**

- \_\_\_\_\_ 1. Actuates warning lights
- \_\_\_\_\_ 2. Stops at designated area
- \_\_\_\_\_ 3. Shifts to neutral – before opening the door
- \_\_\_\_\_ 4. Opens the door
- \_\_\_\_\_ 5. Signals students to cross or board
- \_\_\_\_\_ 6. Waits for students to be seated or cross road
- \_\_\_\_\_ 7. Checks mirrors for students
- \_\_\_\_\_ 8. Does not let bus move with the door open
- \_\_\_\_\_ 9. Closes door
- \_\_\_\_\_ 10. Does not use warning lights at school locations
- \_\_\_\_\_ 11. Instructs students to where/when

**RAILROAD CROSSING PROCEDURES:**

- \_\_\_\_\_ 1. Master switch off
- \_\_\_\_\_ 2. Establishes quiet: switches off, request students to be quiet
- \_\_\_\_\_ 3. Activates hazard lights
- \_\_\_\_\_ 4. Opens window
- \_\_\_\_\_ 5. Stops in proper position – sets parking break
- \_\_\_\_\_ 6. Shifts in neutral
- \_\_\_\_\_ 7. Opens door – looks both ways
- \_\_\_\_\_ 8. Shifts into gear – looks both ways
- \_\_\_\_\_ 9. Does not move the bus with the door open
- \_\_\_\_\_ 10. Closes door
- \_\_\_\_\_ 11. Proceeds across tracks without shifting gears
- \_\_\_\_\_ 12. Closes window
- \_\_\_\_\_ 13. Cancels hazards lights

**OTHER MANEUVERS:**

- \_\_\_\_\_ 1. Proper steering techniques
- \_\_\_\_\_ 2. Changing lanes-signals, checks mirrors, then moves gradually
- \_\_\_\_\_ 3. Passes properly
- \_\_\_\_\_ 4. Uses lights, turn signals, headlights
- \_\_\_\_\_ 5. Obeys all signals & lights

**ROUTE SHEET:**

- \_\_\_\_\_ 1. Route sheet filled out properly
- \_\_\_\_\_ 2. Route sheet has POS on all stops
- \_\_\_\_\_ 3. Route sheet has hazards
- \_\_\_\_\_ 4. Route sheet has helper listed
- \_\_\_\_\_ 5. Route sheet has proper start time listed

**BELLBROOK-SUGARCREEK SCHOOLS – TRANSPORTATION STAFF EVALUATION FORM (P. 3)**

Supervisor comments:

The following is the plan for improvement:

Employee comments:

***I have reviewed the evaluation:***

\_\_\_\_\_  
Employee Name (print)

\_\_\_\_\_  
Supervisor/Administrator Name (print)

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

\_\_\_\_\_  
Supervisor/Administrator Signature                      Date

***APPENDIX D***

**BELLBROOK-SUGARCREEK SICK LEAVE FUND**

**DONATION FORM**

**SUPPORT STAFF**

To be eligible to donate two (2) days, a staff member must have accumulated fifteen (15) days of sick leave in the prior year. Donations may be made annually before September 30.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

I agree to donate two (2) days to the Sick Leave Fund,  
as per Article IX (H)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FORM: TO-0310-1 (rev. 4/17)

**APPENDIX E**

**BELLBROOK-SUGARCREEK SCHOOLS  
SICK LEAVE FUND APPLICATION**

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_  
(print)

Persons eligible for the sick leave fund are those individuals who have depleted all of their available sick/personal and/or vacation leave (if applicable).

The employee may apply for a gift of sick leave days.

Number of Days Requested \_\_\_\_\_

Reason(s) for application:

All applications must be approved by the Association President and the Superintendent.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

**APPENDIX F**

**BELLBROOK-SUGARCREEK SCHOOLS**

**APPLICATION FOR APPROVAL OF COLLEGE TUITION  
REIMBURSEMENT**

I am requesting reimbursement for the following courses(s) for credit for individual improvement. Course work must have been successfully completed between September 1 of last year and August 30 of this school year. I understand that I must complete this form and attach official transcript(s) for approval of the Superintendent by October 1. Approved reimbursements will be made in November. For details see Article XXXIII, Tuition Reimbursement, in the Master Agreement.

Course Name & Number	Semester/Quarter Hours	Term/Yr

Total Semester/Quarter Hours - Maximum 2 semester or 3 quarter hours  
Total for Reimbursement - Maximum \$ 600.00

Semester Hours \_\_\_\_\_ x \$ 300.00 = \$ \_\_\_\_\_

Quarter Hours \_\_\_\_\_ x \$ 200.00 = \$ \_\_\_\_\_

\_\_\_\_\_  
Staff member signature

\_\_\_\_\_  
Date requested

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date approved

Copies: White - Treasurer  
Yellow - Personnel file  
Pink - Employee (upon approval)

Form: CO-0290

## *APPENDIX G*

### FAMILY AND MEDICAL LEAVE (Informational)

1. To be eligible for FMLA leave, an employee must have one (1) year of service with the Board and must also have actually worked a total of 1,250 hours for the Board during the 12 months immediately preceding the date on which the FMLA leave would begin.
  
2. Leave Provisions
  - A. Each eligible employee is entitled to up to a combined total of twelve (12) weeks of unpaid FMLA leave per leave year for any one, or more, of the following reasons: (I) The birth of the employee's son or daughter, and to care for the newborn child; (II) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child; (III) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and (IV) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
  
  - B. FMLA is in addition to any leaves mentioned in this Agreement. FMLA may be taken separately or concurrently with other unpaid leaves in this Agreement.
  
  - C. FMLA leave taken for reasons (I) and (II) must be concluded within one year of the birth or placement. The employee must give the Board thirty (30) days notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.
  
  - D. FMLA leave taken for reason (III) or (IV) may be taken intermittently, when medically necessary. The employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt their work.
  
3. Protection of employment and insurance
  - A. The board shall return, if possible, the employee taking a leave under this Section to the same position he/she occupied prior to the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon the expiration of FMLA leave shall notify the Superintendent in writing of the need to be on unpaid leave for no more than one additional month. Additional unpaid

leave may be requested on a month-to-month basis. Failure to notify the employer or return after requested extension of leave shall constitute termination of employment.

- B. The Board shall continue to pay the board contribution to the current group health plan for the employee while they are on FMLA leave. The premium portion of the insurance is payable by the employee one month in advance on the first day of the month.
  - C. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.
4. The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reason (III) or (IV). Such certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that their presence is required to care for the employee's spouse, parent, son or daughter with a serious health condition. This section shall be uniformly applied. The Board may also require an employee to provide medical certification from a licensed physician that the employee is capable of returning to work at the conclusion of the FMLA.

**APPENDIX H**  
**SUMMARY OF HEALTH INSURANCE BENEFITS**

## Your Summary of Benefits



**Educational Purchasing Council - Bellbrook-Sugarcreek**  
**Blue Access® (PPO)**  
**Effective October 1, 2011**

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$100/\$300	\$300/\$600
<b>Out-of-Pocket Limit (Single/Family)</b>	\$2,000/\$4,000	\$2,000/\$4,000
<b>Physician Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries, allergy serum and injections <sup>1</sup> : <ul style="list-style-type: none"> <li>o allergy testing</li> </ul>	\$20/\$20    20%	30%    30%
<b>Preventive Care Services</b> Services include but are not limited to: <ul style="list-style-type: none"> <li>o Medical History</li> <li>o Mammography<sup>1</sup></li> <li>o Pelvic Exams</li> <li>o Pap testing</li> <li>o PSA tests</li> <li>o Immunizations<sup>1</sup></li> <li>o Annual diabetic eye exam</li> <li>o Annual Vision and Hearing exams</li> </ul>	\$20/\$20	30%
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>o facility/other covered services (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b>	\$100  \$50	\$100  \$50
<b>Inpatient and Outpatient Professional Services</b>	10%	30%
<b>Inpatient Facility Services</b> (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> <li>o 60 days for physical medicine/rehab</li> <li>o 180 days for skilled nursing facility</li> </ul>	10%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>o Surgery and administration of general anesthesia</li> </ul>	10%	30%



# Your Summary of Benefits

<b>Covered Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Other Outpatient Services</b> Including but not limited to: <ul style="list-style-type: none"> <li>Home Care Services 30 visits non-network (excludes IV Therapy)</li> <li>Certain diagnostic outpatient services</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	10%   20% No copayment/coinsurance	30%   20% No copayment/coinsurance
<b>Outpatient Physical Medicine Therapies</b> (Combined Network & Non-Network limits) Limits apply to: <ul style="list-style-type: none"> <li>Physical/Occupational Therapy: 30/30 visits</li> <li>Spinal Manipulation Therapy: 12 visits</li> <li>Speech Therapy: 20 visits</li> </ul>	Copayments based on place of service	Copayments based on place of service
<b>Medical Supplies, Equipment and Appliances</b>	20%	40%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Inpatient Professional Services</li> <li>Physician Office Services (PCP/SCP)</li> <li>Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	10% 10% \$15/\$15 10%	30%
<b>Human Organ and Tissue Transplants</b> <ul style="list-style-type: none"> <li>Except Kidney and Cornea transplants<sup>3</sup></li> </ul>	No copayment/coinsurance	50%
Prescription Drugs:  <b>Administered by CVS/Caremark</b>	<b>\$10/\$25/\$40</b>  <b>90 Day Mail Order:</b> <b>20/50/80</b>	50%
<b>Lifetime Maximum</b>	Unlimited	Unlimited

**APPENDIX I**  
**SUMMARY OF VISION INSURANCE**

**EPC - VISION PLAN SUMMARY – VSP**



District: **EPC**

**Dependents:** Spouse and unmarried children to age 19. From age 19 to 24 (end of calendar year): fulltime student or unemployed IRS qualified dependent.

**More information:** VSP Customer Service 1-800-877-7195 or [www.vsp.com](http://www.vsp.com)

This is a Preferred Provider Organization plan with a Network of vision providers who have contracts with VSP. You will pay less out of pocket by using Network providers.

Covered Services	Covered Frequency	Network You pay:	Non Network The Plan Pays:
<b>EXAMINATION</b>	Every 12 months	\$10 Copayment	\$35
<b>LENSES</b> <ul style="list-style-type: none"> <li>• Single Vision lenses</li> <li>• Bifocal lenses</li> <li>• Trifocal lenses</li> <li>• Lenticular lenses</li> </ul>	Every 12 months	\$25 Copayment	\$25 \$40 \$55 \$80
<b>FRAMES</b>	Every 24 months		
<b>CONTACT LENSES</b> In place of Lenses and Frames <ul style="list-style-type: none"> <li>• Medically necessary (Prior Authorization req)</li> <li>• Elective</li> </ul>	Every 12 months	Covered in full  Plan pays \$120	\$210  \$120

This is a brief summary of the plan. For additional information on specific coverage provisions, contact Customer Service or the VSP website.

When both lenses and frames are purchased only one \$25 copay applies.

**Frame Allowance:** If the frames selected cost more than the plan allowance, there will be an additional charge. The frame allowance is \$120 of retail value.

**Lens options:** Extra costs for elective lens options are not covered by the plan. These include services such as Blended, Progressive or Oversize lenses, Special edging, Coatings and Special lens materials. Polycarbonate lenses are covered by the plan.

**Lost or broken lenses** and frames are not covered except at the normal frequency of service.

**Low vision benefit:** Supplemental low vision analysis, diagnosis and therapy are covered for those with severe visual problems. Contact VSP for additional information.

**Network Doctors:** Refer to the VSP website [www.vsp.com](http://www.vsp.com) for a list of VSP member doctors.

**How VSP works:** Tell your Doctor's office you have VSP when you make your appointment so they can confirm the benefits you have available under the plan before you arrive. You can also access your benefits history and see if it's time for a visit through the VSP website.

**Non VSP Member Doctor Claims:** See Frequently Asked Questions under Member Information on the VSP website [www.vsp.com](http://www.vsp.com) for details on submitting claims for non member doctors.

*APPENDIX J*

**ROUTE/ROUTE TIME DEVIATION FORM**

Name: \_\_\_\_\_

Bus Number: \_\_\_\_\_

Date of Route Deviation: \_\_\_\_\_

Amount of Additional Time: \_\_\_\_\_

Reason for Route Time Deviation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for Route Deviation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

**ADDENDUM A – Salary Schedules**  
**2017-2018 SLASP CLASSIFIED SALARY SCHEDULE (+ 2%)**

<b>FACTOR</b>	<b>STEP</b>	<b>CLASS 2</b>	<b>CLASS 3</b>	<b>CLASS 4</b>	<b>CLASS 5</b>	<b>CLASS 6</b>
1.000	0	\$18.41	\$16.29	\$15.63	\$16.77	\$13.85
1.010	1	\$18.59	\$16.45	\$15.79	\$16.94	\$13.99
1.020	2	\$18.78	\$16.62	\$15.94	\$17.11	\$14.13
1.030	3	\$18.96	\$16.78	\$16.10	\$17.27	\$14.27
1.050	4	\$19.33	\$17.10	\$16.41	\$17.61	\$14.54
1.070	5	\$19.70	\$17.43	\$16.72	\$17.94	\$14.82
1.095	6	\$20.16	\$17.84	\$17.11	\$18.36	\$15.17
1.115	7	\$ 20.53	\$18.16	\$17.43	\$18.70	\$15.44
1.135	8	\$ 20.90	\$18.49	\$17.74	\$19.03	\$15.72
1.165	9	\$21.45	\$18.98	\$18.21	\$19.54	\$16.14
1.200	10	\$22.09	\$19.55	\$18.76	\$20.12	\$16.62
1.215	12	\$22.37	\$19.79	\$18.99	\$20.38	\$16.83
1.230	14	\$ 22.64	\$20.04	\$19.22	\$20.63	\$17.04
1.250	17	\$23.01	\$20.36	\$19.54	\$20.96	\$17.31
1.270	19	\$ 23.38	\$20.69	\$19.85	\$21.30	\$17.59
1.278	20	\$ 23.53	\$20.82	\$19.98	\$21.43	\$17.70
1.285	22	\$ 23.66	\$20.93	\$ 20.08	\$21.55	\$17.80
1.300	24	\$ 23.93	\$21.18	\$ 20.32	\$21.80	\$18.01
1.320	25	\$ 24.30	\$21.50	\$ 20.63	\$22.14	\$18.28
1.335	27	\$ 24.58	\$21.75	\$ 20.87	\$22.39	\$18.49

**CLASSIFICATIONS:**

- 2 = Assistant Bus Mechanic and Maintenance
- 3 = Custodians & School Secretaries
- 4 = Technology Specialist, Library Specialist
- 5 = Bus Driver
- 6 = Special Needs Assistant, Transportation Assistant, Education Assistant

**2018-2019 SLASP CLASSIFIED SALARY SCHEDULE (+ 2%)**

<b>FACTOR</b>	<b>STEP</b>	<b>CLASS 2</b>	<b>CLASS 3</b>	<b>CLASS 4</b>	<b>CLASS 5</b>	<b>CLASS 6</b>
1.000	0	\$18.78	\$16.62	\$15.94	\$17.11	\$14.13
1.010	1	\$18.97	\$16.79	\$16.10	\$17.28	\$14.27
1.020	2	\$19.16	\$16.95	\$16.26	\$17.45	\$14.41
1.030	3	\$19.34	\$17.12	\$16.42	\$17.62	\$14.55
1.050	4	\$19.72	\$17.45	\$16.74	\$17.97	\$14.84
1.070	5	\$ 20.09	\$17.78	\$17.06	\$18.31	\$15.12
1.095	6	\$ 20.56	\$18.20	\$17.45	\$18.74	\$15.47
1.115	7	\$ 20.94	\$18.53	\$17.77	\$19.08	\$15.75
1.135	8	\$21.32	\$18.86	\$18.09	\$19.42	\$16.04
1.165	9	\$21.88	\$19.36	\$18.57	\$19.93	\$16.46
1.200	10	\$ 22.54	\$19.94	\$19.13	\$20.53	\$16.96
1.215	12	\$22.82	\$20.19	\$19.37	\$20.79	\$17.17
1.230	14	\$23.10	\$20.44	\$19.61	\$21.05	\$17.38
1.250	17	\$ 23.48	\$20.78	\$19.93	\$21.39	\$17.66
1.270	19	\$ 23.85	\$21.11	\$ 20.24	\$21.73	\$17.95
1.278	20	\$ 24.00	\$21.24	\$ 20.37	\$21.87	\$18.06
1.285	22	\$24.13	\$21.36	\$ 20.48	\$21.99	\$18.16
1.300	24	\$24.41	\$21.61	\$ 20.72	\$22.24	\$18.37
1.320	25	\$ 24.79	\$21.94	\$ 21.04	\$22.59	\$18.65
1.335	27	\$ 25.07	\$22.19	\$ 21.28	\$22.84	\$18.86

**CLASSIFICATIONS:**

- 2 = Assistant Bus Mechanic and Maintenance
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**2019-2020 SLASP CLASSIFIED SALARY SCHEDULE (+ 2%)**

<b>FACTOR</b>	<b>STEP</b>	<b>CLASS 2</b>	<b>CLASS 3</b>	<b>CLASS 4</b>	<b>CLASS 5</b>	<b>CLASS 6</b>
1.000	0	\$19.16	\$16.95	\$16.26	\$17.45	\$14.41
1.010	1	\$19.35	\$17.12	\$16.42	\$17.62	\$14.55
1.020	2	\$19.54	\$17.29	\$16.59	\$17.80	\$14.70
1.030	3	\$19.73	\$17.46	\$16.75	\$17.97	\$14.84
1.050	4	\$20.12	\$17.80	\$17.07	\$18.32	\$15.13
1.070	5	\$ 20.50	\$18.14	\$17.40	\$18.67	\$15.42
1.095	6	\$ 20.98	\$18.56	\$17.80	\$19.11	\$15.78
1.115	7	\$21.36	\$18.90	\$18.13	\$19.46	\$16.07
1.135	8	\$21.75	\$19.24	\$18.46	\$19.81	\$16.36
1.165	9	\$22.32	\$19.75	\$18.94	\$20.33	\$16.79
1.200	10	\$22.99	\$20.34	\$19.51	\$20.94	\$17.29
1.215	12	\$23.28	\$20.59	\$19.76	\$21.20	\$17.51
1.230	14	\$ 23.57	\$20.85	\$ 20.00	\$21.46	\$17.72
1.250	17	\$ 23.95	\$21.19	\$ 20.33	\$21.81	\$18.01
1.270	19	\$ 24.33	\$21.53	\$ 20.65	\$22.16	\$18.30
1.278	20	\$ 24.49	\$21.66	\$ 20.78	\$22.30	\$18.42
1.285	22	\$ 24.62	\$21.78	\$ 20.89	\$22.42	\$18.52
1.300	24	\$24.91	\$22.04	\$21.14	\$22.69	\$18.73
1.320	25	\$25.29	\$22.37	\$ 21.46	\$23.03	\$19.02
1.335	27	\$ 25.58	\$22.63	\$21.71	\$23.30	\$19.24

**CLASSIFICATIONS:**

2 = Assistant Bus Mechanic and Maintenance

3 = Custodians & School Secretaries

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5 = Bus Driver

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