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**NEGOTIATED AGREEMENT
BETWEEN THE**

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

AND THE

**MARIETTA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**



July 1, 2020 through June 30, 2023

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Agreement

This agreement, dated July 1, 2020, is between the Board of Education of the Marietta City School District (hereinafter referred to as the “Board”), acting herein only in respect to employees of the Board in the bargaining unit set forth in Article II - Recognition, of this Agreement, and the Ohio Association of Public School Employees, and Local #001 (hereinafter referred to as the “Union”).

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

The State Civil Service Laws (ORC Chapter 124) shall not apply to the employment relationship between the parties except to the extent required by ORC 4117.08, namely: the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointments from the eligible lists.

ARTICLE 1
Purpose and Scope

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

ARTICLE 2
Recognition

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

Custodial & Maintenance personnel
Secretaries & Clerical Personnel

Study Hall Monitors
Attendant

Transportation Personnel
All Aides
Information Technology Personnel

Noon Duty Supervisors
School Health Professionals

2.02 Exclusions - The Bargaining unit shall not include:

Secretary to Superintendent
Secretary to Treasurer
Secretary to Director of Instruction
Secretary to Board

EMIS Coordinator
Saint Mary School Secretary
Payroll Clerk
Accounts Payable

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

- A. Demonstration of work for the purpose of instructing and training employees.
- B. Emergency work which, if not performed, might result in bodily injury, or loss or damage to material or equipment.
- C. Work which is negligible in amount.
- D. Work historically performed by supervisors.
- E. Supervisor may drive a bus route when no other alternative exists.

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

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

ARTICLE 3
Board Rights/Individual Rights

3.01 Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent and other personnel in management all powers, rights, authority, duties and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio, and of the United States, including ORC 4117.08. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Union.

3.02 The Board rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement.

3.03 The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all classified staff without regard to race, color, religious creed, sex, national origin, age and handicap.

3.04 Members of the bargaining unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

3.05 A bargaining unit member's private and/or personal life is not within the appropriate concern or attention of the Board as a condition of employment, unless the bargaining unit member's private life materially interferes with the performance of his/her responsibilities.

- 3.06 Any complaints directed toward members of the bargaining unit shall be processed in accordance with Board-adopted policies governing complaints.

ARTICLE 4
Negotiations

- 4.01 Either the Union or the Board may initiate negotiations by letter of submission forwarded to the other party no earlier than one hundred twenty (120) days and no later than ninety (90) days before the expiration date of this Agreement. The parties shall schedule their first meeting within thirty (30) days of receipt of the letter of submission.
- 4.02 A representative from the Union and the Board shall meet twenty one (21) days prior to the first meeting to exchange a packet of proposals for consideration in negotiations. No additional proposals shall be submitted by either party following the second meeting, unless agreed to by both parties.
- 4.03 Each negotiating team shall consist of no more than five (5) persons. Each team may have up to two (2) additional persons as observers or consultants at the table from time to time. The composition of the teams shall be at the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the consent of the other party.
- 4.04 The Superintendent and the recognized Union representative shall, upon reasonable request of the other, provide information pertinent to the proposals under negotiation.
- 4.05 The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them. A prior notice shall be given to the other party if consultants are to participate in negotiation meetings.
- 4.06 The Board and the Union agree to negotiate on salaries, fringe benefits, hours of work and other terms and conditions of employment. The Board and the Union agree to meet and negotiate in good faith. "Good faith" means the obligation of both negotiating teams to meet at reasonable times and to deal with each other openly and fairly. It requires that each team be willing to react to the other's proposals. If a proposal is unacceptable to one of the teams, that team is obligated to give its reasons for the rejection of the proposal. "Good faith" does not require that either party make a concession.
- 4.07 Prior to the completion of each negotiating session, a mutually agreeable time, place and date shall be set for the next negotiating session.
- 4.08 When the negotiating teams reach tentative agreement upon a contract, said contract shall be presented to the Union within ten (10) week days. All members of the Union's negotiating team, including any consultants, shall recommend and urge approval. Upon ratification by the Union, the contract shall be presented to the Board for adoption within thirty (30) days. If adopted by the Board, the contract shall become the Agreement between the parties for the period stated therein.
- 4.09 During a negotiation meeting, either party shall be permitted to recess for the purpose of consultation.
- 4.10 If tentative agreement has not been reached thirty (30) days prior to the expiration of the current contract, or on a date mutually agreed upon, the parties shall jointly request the services of the Federal Mediation and Conciliation Service. If the parties are still unable to reach agreement by the expiration date of the current contract, or on a date mutually agreed upon, the Agreement shall expire.
- 4.11 These impasse procedures have been established by the parties as their mutually agreed upon negotiations procedures and are intended to supersede the statutory procedures contained in ORC 4117.14.

ARTICLE 5
Seniority-Bid Procedure

5.01 Upon request, the Board shall provide the Union with a current seniority list of all bargaining unit members. The list can be sent electronically by use of email accounts.

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

Seniority shall be broken by any of the following:

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

5.02 All buildings staffed by employees of the Marietta City School District shall be posted with “vacancy notices” in an open area accessible to all employees in their respective buildings year round. Vacancies occurring between five (5) days after the last teachers work day and five (5) days before the first teachers work day will be posted to the district website. Vacancy notices will also be distributed to employees through the use of electronic mail.

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

5.04 The position shall be awarded to the most senior employee who bids the job and meets the job qualifications as determined by the administration. A provisional appointment shall be made within ten (10) working days of the close of the posting period. Qualifications must be documented and verifiable. The Board reserves the right to utilize commercially-developed job related skills assessments to determine bidder qualifications.

A provisional appointment shall be made within ten (10) working days of the close of the posting period. Newly hired employees may not bid for a different position without approval of the administration. If a newly hired probationary employee is awarded a new position in a new classification, the probationary period shall start over.

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

<u>Aides</u>	<u>Bus Drivers</u>	<u>Secretarial/Clerical</u>	<u>Maintenance</u>
Teacher/Computer Aides	Bus Drivers	Secretary/Clerk III	Maintenance Specialist
Study Hall/ISS Monitors		Secretary/Clerk II	Groundskeeper
Library Aides		Secretary/Clerk I	

Aides (continued)

Attendants for Special Classes
Interpreters
Noon Duty Aides
Bus Attendant

Custodians

Custodian IV
Custodian III
Custodian II
Custodian I

Mechanics

Mechanic-Driver

Nursing Staff

School Health Professional-RN
School Health Professional-LPN

Support Services

Transportation/Warehouse Coordinator
Systems Software Specialist/Network Technician

5.06 Once awarded, the position shall consist of essentially the same duties as those described in the original job vacancy notice. Should circumstances warrant an increase in the number of hours to be worked in a position by more than ninety (90) minutes, and/or eligibility for insurance benefit coverage changes, the position shall be posted and rebid in accordance with other provisions of this Article.

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

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

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

- A. The bargaining unit member would become the immediate supervisor of his/her spouse, sibling, parent or child.
- B. The bargaining unit member would be under the direct supervision of his/her spouse, sibling, parent or child.

5.09 An employee may be awarded an additional position within the district, provided the hours worked by the added position do not conflict with the hours the employee works in his/her primary position and would not regularly schedule the employee to work more than fifty-five (55) hours per week. These positions shall be considered secondary positions. Examples of “secondary positions” are noon duty aides and noon runs for bus drivers.

ARTICLE 6
Layoff and Recall

6.01 When the Board determines to reduce the number of positions, or the hours of a position within one or more classifications covered by this Agreement by one (1) hour or more, the Board shall follow the procedure set forth in this Article, which shall supersede the procedure set forth in ORC 124.321 et. sec. There will be no reduction in

the number of bargaining unit positions until all temporary, seasonal, casual, educational-program or governmental-program workers have been eliminated. The Board shall determine in which classification(s) the reduction should occur and the number of positions or hours to be reduced. The Board will first ask for volunteers to be laid off, the board will notify the affected employees at least thirty (30) days prior to a reduction in force.

6:02 An employee displaced from his/her position due to the position's elimination or hours being reduced under the provisions of Section 6.01 shall have the right to assume the position of any less senior employee within 5 work days of being displaced, providing he/she qualifies under the board-approved job description, on the date s/he exercises their right to bump into the position to be assumed. The employee displaced as a result of this procedure shall then have the right to assume the position of any less senior employee providing he/she qualifies under the board-approved job description for the position to be assumed. The employee will be considered qualified when they have met all the requirements as outlined in the Board approved job description as determined by the administration. With regard to the displacement of an Attendant/Aide dedicated to a single student at the time of a reduction, such displacement is subject to the approval of the administration which shall make the decision based on the best interests of the student at issue.

An employee displaced from a secondary position shall not have the right to assume any primary position of another employee.

6.03 At the time of lay-off, employees who are laid off will be placed on the recall list for the classification from which they were laid off. In addition, employees will be given the opportunity to place their names on the recall list for any classification to which they wish to be recalled, provided the employee meets the job description requirements for the position to which the employee desires to be recalled. In addition, employees who become qualified to be recalled to additional classifications may place their names on the recall list for those classifications at the time they become qualified. The employee will be considered qualified when they have met all the requirements as outlined in the Board approved job description as determined by the administration.

6.04 The names of laid-off employees shall be kept on a recall list for a period of two (2) years from the employee's last workday. If the Board determines to fill any vacant position in a classification during that two (2) year period, the Superintendent will offer the position to the most senior qualified employee on the recall list for that classification. The offer of recall shall be made by written notice sent to the employee at his/her most recent address of record by certified mail. It is the employee's responsibility to keep the Business Office informed of his/her current address. The employee shall have seven (7) calendar days to accept the offer and report to work. If he/she does not report during the seven (7) day period, for a classification for which his/her name appears on the recall list, his/her name shall be eliminated from the recall lists for all classifications and the employment relationship between him/her and the Board shall cease. If the first employee on the recall list does not accept the recall, the Superintendent shall offer the position to the next most senior qualified employee on the recall list for that classification by the procedure outlined in this Article, and so on, until the position is filled. For the purposes of this Article a vacant position exists when no bargaining unit member has bid for the position pursuant to the provisions in Article V. All laid off employees will be given the opportunity to be placed on the substitute list for their classification. Any laid off employee who is placed on the substitute list and performs service for the Board shall have their recall period extended equivalent to the time worked as a substitute.

ARTICLE 7

Grievance Procedure

7.01 Definitions

A. A grievance is defined as a claim by an employee that the Administration has violated, misinterpreted, or misapplied a specific article or section of this Agreement, or the discipline or discharge of an employee. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance, but such grievance shall be submitted to the following grievance procedure.

- B. A grievant shall mean an employee or group of employees that file a grievance. A grievance alleged to be a “group” grievance shall have arisen out of identical circumstances affecting each member of said group.
- C. “Days” shall mean Mondays through Fridays except for paid holidays.

7.02 Grievance Procedure

- A. Informal - Within ten (10) days of the time a grievance arises or the grievant should have known a grievance has arisen, the employee will discuss and attempt to resolve the problem with his/her immediate supervisor. The employee shall notify the supervisor that the discussion is the informal step of the grievance procedure.
- B. Step 1: Formal - Should the grievant not be satisfied with the disposition at the informal level, he/she may initiate the formal grievance process within five (5) days after the informal discussion by presenting the grievance in writing to their supervisor or appropriate designated person. Within five (5) days after the presentation of the grievance, the supervisor or designee shall give an answer to the employee in writing. Step 1 of the formal procedure may be waived by mutual agreement of the parties involved.
- C. Step 2: Formal - If the grievance is not resolved in Step 1, the employee may within five (5) days of receipt of the supervisor’s answer submit to the Superintendent or his/her designated representative the answer at Step 1 with the original grievance statement. The Superintendent or his/her designated representative shall conduct a hearing with the employee no later than five (5) days after receipt of the written grievance. The Superintendent or his/her designee shall give the employee an answer in writing no later than five (5) days after the hearing.
- D. Step 3: Mediation – If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 2, upon mutual agreement of the Board and OAPSE, mediation will be arranged through FMCS or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation is concluded without resolution of the grievance.
- E. Step 4: Formal - If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Steps 2 (or 3 if elected) the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the Federal Mediation and Conciliation Service. Such appeal must be made within ten (10) days of the receipt of the Superintendent or his/her designated representative’s response as provided in Step 2 (or within ten (10) days of conclusion of mediation if elected), by filing a notice with the statement of grievance attached thereto with the Federal Mediation and Conciliation Service, and serving a copy of the notice on the Board’s representative.

7.03 Grievance Forms

- A. Any grievance shall be filed on the authorized grievance form agreed to between the parties to this Agreement.
- B. Such forms must provide for naming of the specific article of the Agreement referring to the alleged violation describe the specific event(s) giving rise to the grievance including the date of the occurrence and shall indicate the relief requested.
- C. The agreed to grievance form shall be made available to any employee requesting such either through his supervisor or the local Union representative.

7.04 Time Limits

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

- B. Failure of the Board to answer the grievance within the specified time shall automatically advance the grievance to the next step.
- C. Time limits may be extended only by written mutual agreement of all parties concerned.

7.05 Power of the Arbitrator

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

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

ARTICLE 8

Discipline, Discharge & Due Process

8.01 Employees will only be disciplined for just cause in line with the following procedure, which shall be the normal sequence followed for less serious disciplinary matters:

- A. Informal Conference - On the first alleged offense, the employee's immediate supervisor shall notify the employee of the time and place of an informal conference and the reasons for said conference. After said conference, the supervisor will submit a report of the outcome of the conference to the Superintendent for the employee's personnel file. The employee must receive a copy of the supervisor's report. The employee shall be entitled to have an OAPSE representative present if he/she so desires. If it is determined that the charges are not supported, all records of the matter shall be expunged from the employee's personnel file.
- B. On any subsequent alleged offense by the employee, the Superintendent shall notify the employee and the Local President in writing of the charges along with the time and place of a hearing. The employee shall have no less than twenty-four (24) hours notice of the hearing. The employee shall be entitled to have an OAPSE representative present if he/she so desires. The Superintendent shall prepare a written report containing the results of the hearing. Should the charges be supported, the employee shall receive the discipline determined to be appropriate depending upon the severity or seriousness of the offense/misconduct, which will be placed in his/her personnel file. If it is

determined that the charges are not supported, all records of the matter shall be expunged from the employee's personnel file.

Disciplinary actions which may be imposed include:

Written Reprimand;
Suspension Without Pay and
Termination

An employee may be advanced in the discipline process at the discretion of the Superintendent for conduct of a more serious nature and/or conduct which endangers the health, safety and/or welfare of students, employees and/or the public.

- 8.02 An employee may be subject to immediate suspension prior to a hearing for the following offenses. If such hearing substantiates the charges, the employee may be terminated:
- A. intoxication, working under the influence of a controlled substance, or the sale, possession, or use of alcohol or any controlled substance on the job subject to the Board's alcohol/substance abuse policy
 - B. theft of or intentional damage to Board property
 - C. theft of or intentional damage to property
 - D. possession of weapons, considered to be dangerous, during scheduled hours of employment
 - E. assaulting a student or employee of the Board
 - F. conviction of crimes of immoral conduct if related to the employee's employment with the Board
 - G. falsification of any records, including employment records and time sheets
 - H. sexual harassment
 - I. aiding and abetting in the theft of Board property
 - J. any criminal offense that would disqualify a person from initial employment by a school district
 - K. any offense/misconduct determined to be sufficiently serious as to warrant suspension pending hearing
- 8.03 When imposing a suspension or discharge, the employee will be provided with written notice of his/her suspension. When the Board discharges an employee, the Superintendent or his/her designee shall furnish written notice of the action stating the grounds for said action. A copy of the notice will be furnished to both the employee and the Union President. Disciplinary action is effective according to the terms of the notice. The employee may file a grievance concerning his/her suspension or discharge in accordance with the time limits and procedures set forth in Article VII.
- 8.04 Discipline will be imposed in a timely manner. No discipline will be imposed after the thirtieth (30th) working day after the employee's supervisor becomes aware of the occurrence of the alleged event which gives rise to the proposed discipline except where the matter is under investigation by Children Services or law enforcement or other good cause, including disciplinary action required by law.
- 8.05 This Article shall exclusively govern the discipline and discharge of employees. The Civil Service Commission shall have no jurisdiction to hear disciplinary appeals concerning bargaining unit employees. Such appeals shall be processed solely in accordance with Section 8.03 above.
- 8.06 Personnel Files – An official file for each classified employee shall be kept in the Board of Education office. No complaint or accusatory document shall be placed in an employee's file unless the employee is provided a copy of the same and given an opportunity to attach a letter of rebuttal. Provided there has been no disciplinary action taken during the period of 12 months after a complaint or accusatory document is placed in an employee's file, that document shall remain in the file but after the twelve months it shall not be used against the employee. Nothing in this section shall prevent the Board from using documents related to or arising out of the commission of any act(s) set forth in Section 8.02. Employees shall be informed of any request to view materials in their personnel file by anyone other than Marietta City Schools administrators.

ARTICLE 9
Probationary Employees

- 9.01 Newly hired employees must complete a one hundred eighty (180) working day probationary period.
- 9.02 Probationary employees are not subject to Article VIII “Discipline, Discharge & Due Process” of this Agreement. As employees-at-will, newly hired probationary employees may be dismissed for any reason at any time prior to the completion of the probationary period and such action shall not be grievable under the terms of this Agreement or otherwise subject to challenge by the Union.

ARTICLE 10
Leaves

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

Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury in the employee’s immediate family. A Doctor’s excuse may be required by management after an employee has used three (3) consecutive or ten (10) nonconsecutive sick days in any school year. Unused sick leave shall be accumulated for the period of time that an employee works for the Board up to two hundred sixty (260) days, provided that the employment with the Board takes place within ten (10) years of the date on which the employee was last terminated from public service.

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

A bargaining unit member without accrued sick leave shall be advanced up to five (5) days of paid sick leave to be chargeable against future accruals. This only applies to the first five (5) years of employment. An employee must exhaust any personal or vacation leave for which he/she may be eligible prior to becoming eligible for this advance. Should the employee not return to employment with the district, he/she would reimburse the district the value of any sick leave days used but not earned.

- 10.02 Bereavement leave - Employees shall be granted a leave with full pay in the event of death of any member of the employee’s immediate family. The family is defined as an employee’s spouse, parents, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step mother, step father, step son, step daughter, step brother, step sister, foster son, foster daughter, brother-in-law, sister-in-law, aunt, uncle, legal guardian or other person who stands in the place of a parent, or any relative of either spouse living in the immediate household of the employee. The leave shall be for a period of up to four (4) days. Absence for bereavement shall be deducted from sick leave. The Superintendent or his/her designee may extend bereavement leave for extenuating circumstances such as distance, unusual family responsibility and/or personal responsibility.
- 10.03 Jury Duty - Any employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The Board shall pay the employee the difference, if any, between the amounts received for jury duty and the employee’s regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Bargaining unit members must report back to work if not selected for jury duty or when dismissed from court prior to 12:00 noon. Any day during which any employee whose regular assigned shift commences at 2:00 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

- 10.04 Military Leave - Any employee shall be entitled to any military leave provided by law and shall retain all rights and privileges by law arising out of exercise of military leave.
- 10.05 Personal Days - All regular non-teaching employees are eligible for a maximum of four (4) school calendar days with pay for personal leave. Personal leave days are not cumulative. The first five (5) days and the last five (5) days of the school calendar shall be exempt from the Agreement. Personal leave requests for days immediately preceding or following a school holiday shall be evaluated by the Superintendent or his/her designee prior to approval or refusal. Application for personal leave should be submitted at least five (5) days prior to use so as to give school officials ample time to obtain a replacement for the position. In case of an emergency, the supervisor will waive the five (5) day notification requirement.

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

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

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

Unused personal leave days shall be paid to full-time and part-time (prorated) employees at the employee's daily rate as follows:

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

- 10.06 Leave of Absence - Upon written request, the Board shall grant an unpaid leave of absence for a period of not more than two (2) years for illness or other disability and may grant such unpaid leave for educational or professional purposes. This leave will be initially granted for a period of up to one (1) year, and then will be renewable, in time periods agreeable to the employee and employer, until the employee has exhausted the potential two (2) year period. If this position is filled during the period of the leave of absence, a qualified laid-off employee will be recalled. If there are no qualified laid-off employees available, then the vacancy will be filled with a substitute.

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

- 10.07 Employees not using any sick leave days during a quarter shall receive a seventy-five dollar (\$75.00) bonus for that quarter. The sick leave bonus is payable annually. Twelve-month employees are eligible for the sick leave bonus all four (4) quarters. Less than twelve-month employees are eligible to receive the bonus for all except the summer quarter. Quarters will be divided as follows: June 1 through August 30; September 1 through November 30; December 1 through the last day of February; and March 1 through May 31. Up to four (4) days bereavement leave shall not count against calculation of sick leave bonus. The four (4) day period may be extended for special circumstances by the Superintendent

- 10.08 All bargaining unit members' insurance benefits shall continue to be paid while on medical leave pursuant to this provision based on the following formula:
- 0-3 years in district - 3 mos. insurance
 - 4-6 years in district - 6 mos. insurance

7-9 years in district - 9 mos. insurance
10+ years in district - 12 mos. Insurance

Employee on educational or professional leave must make arrangements to continue insurance benefits with the employee paying the full cost of premiums.

- 10.09 Any bargaining unit member who serves as a coach or activity advisor will be permitted to use professional leave to meet activity obligations. This time off applies to actual events only, not practices.

ARTICLE 11
Assault Leaves

- 11.01 Any member of the bargaining unit physically assaulted and thereby disabled while in school or while on duty at a school sponsored event shall consult his/her physician to be eligible for assault leave. Upon the written recommendation of the employee's physician and the employee's furnishing a signed statement on forms prescribed by the Board to justify the use of assault leave, the employee shall be permitted to use assault leave with full pay and benefits for a period not to exceed sixty (60) school days. This leave shall not be deducted from the employee's sick leave. Payment shall not exceed the employee's regular daily rate less worker's compensation.
- 11.02 Physical assault is defined as any incident which results in personal injury as defined in ORC 3319.141 to a member of the bargaining unit during the course of employment as a direct result of an intentional physical touching by another person.
- 11.03 Falsification of a signed statement or a physician's certificate represents grounds for suspension or termination of employment under Article VIII of this Agreement.

ARTICLE 12
Workers' Compensation

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

ARTICLE 13
Paid Holidays

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

New Years Day

Good Friday

Thanksgiving Day

Memorial Day
Independence Day
President's Day

Labor Day
Veteran's Day
Martin Luther King Jr. Day

The day after Thanksgiving
Christmas Day

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

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

Employees may be required to work on Martin Luther King Day and Presidents Day if these days are used for make-up days.

ARTICLE 14 **Hours of Work & Overtime**

- 14.01 For purposes of this Article, the work week begins at 12:00 AM on Sunday and ends at 11:59 PM on the following Saturday.
- 14.02 No governmental program, seasonal, casual, or substitute employees shall be eligible for overtime, unless it is refused by all bargaining unit members in the classification.
- 14.03 Each employee shall be paid in either cash or compensatory time at the Board's discretion, at the rate of one and one-half (1 1/2) times his/her regular hourly rate for all authorized work in excess of ten (10) hours in one (1) day or forty (40) hours in one work week. For purposes of calculating overtime, time spent in grievance hearings or disciplinary hearings shall not be treated as time worked or on active pay status.
- 14.04 Compensatory time, if authorized, shall be scheduled at a mutually agreeable time. Compensatory time may be accumulated up to two hundred forty (240) hours. All compensatory time remaining on the books on June 30 of each year shall be paid off in cash.
- 14.05 An employee will be paid for authorized work hours properly recorded by time clock or other system developed, modified or implemented by the Board.
- 14.06 All work performed on Sundays shall be at the time and one-half rate.
- 14.07 A shift differential of twenty (\$.20) cents per hour shall be paid for all hours worked on a shift when the majority of the regularly scheduled hours fall between 3:00 p.m. and 7:00 a.m. the following morning.
- 14.08 Seasonal and/or casual work which becomes available will be offered to bargaining unit members through a posting, when time is available. Examples of this work are, but not limited to, ticket takers, summer teacher's aide and summer maintenance helpers. Any bargaining unit member who demonstrates an inability to do the work in a competent manner as determined by the immediate supervisor will be informed they are no longer eligible for the work in question.

Bargaining unit members, who are employed during the summer months as seasonal employees, will be paid Custodian I wages (Step 1).

ARTICLE 15
General Provisions - Bus Drivers

- 15.01 Reasonable and proper supplies and equipment necessary to keep the interior and exterior of busses clean shall be furnished and readily available to all bus drivers. All busses shall be inspected and serviced by the mechanics on a pre-scheduled monthly basis and daily repairs made when needed, as reported by the driver or detected by the mechanic. Following a State Highway Patrol spot inspection, if defects are found on a bus, the driver will receive a copy of the actual State Highway Patrol inspection report.
- 15.02 Bus drivers shall receive one (1) hour per day (service time) in consideration of the following:
- A. Split shifts
 - B. Daily pre-trip inspection as set forth by the law of the State of Ohio. All drivers shall receive a copy of the laws of the State governing said inspections. If state law changes, copies of such changes shall be distributed upon notification of such changes.
 - C. Fueling, bus warm-up, deicing, cleaning, time involved due to breakdowns, accidents, traffic delays, road conditions (snow, ice, floods and fog).
 - D. Reports (conduct, etc.)
 - E. Routine cleaning of bus
 - F. Attendance at impromptu meetings called by the Director of Transportation or designee.
 - G. Maintaining an up to date route sheet
 - H. Viewing/reviewing video tapes and conferring with substitute drivers regarding routes and discipline problems
 - I. The one (1) hour per day shall apply to extra trips on days school is not in session.
- 15.03 There shall be a minimum two (2) and one-half (2 ½) hours pay for all regularly scheduled morning and afternoon routes exclusive of service time and a minimum of two hours pay for noon routes and extra trips exclusive of service time.
- 15.04 Vacant bus routes, except for noon runs, will be subject to the provisions of Article 5 – Seniority-Bid System. Noon runs will be offered to regular bus drivers in order of seniority and will be rebid prior to the beginning of each school year.
- 15.05 The cost of the yearly physical examination of school bus drivers shall be borne by the Board.
- 15.06 It is understood that a bus driver’s continued employment is based upon his/her maintaining eligibility to operate a school bus under the applicable laws, rules, and regulations of the federal government, state government, or other regulatory agency. However, should federal, state, or other regulatory agency requirements for bus drivers change, the administration shall provide training intended to provide the knowledge required to meet such new requirements. Employees attending such training shall be compensated at their appropriate rate of pay.
- 15.07 Extra trips are defined as any runs other than regularly scheduled routes. Trips that are taken by chartered services are not considered extra trips. Any trip transporting nine (9) or less students as a group shall not be considered an extra trip provided a vehicle other than a school bus is used.
- A. Regular drivers will be given the opportunity to substitute noon runs on a seniority basis.
 - B. Any new driver hired or present driver desiring to be added to or returned to the trip log will assume the number of extra trip hours held by the driver having the most combined extra trip and refusal hours plus one hour.
 - C. A “trip log” shall be maintained and updated after each trip is accepted or declined. The trip log indicates the total number of trip hours both accepted and refused. A new trip log shall be started on July 1st of each year with all drivers starting with zero (0) hours. The first trip will be offered in order of seniority.

- D. No employee will be permitted to take an extra trip while on personal leave, vacation, sick leave or during the hours of the trip.
- E. Extra trip requests will be arranged in order by and assigned by departure date. Should there be a trip or trips that do not coincide with one or more driver's regular route times, that trip or trips shall be offered first that day and will be offered to that driver having low hours on the trip log.

Any other trips that day will be offered to regular drivers based on low hours on the trip log and the driver will be permitted to relinquish his/her affected route or secondary position. The driver will relinquish the entire a.m., p.m., noon run or secondary position affected for that day.

Should the trip be declined by all regular drivers, the trip will be offered in the following manner:

- 1. Substitute Bus Drivers
 - 2. Mechanic-Driver will whose regular shift the trip does not coincide.
 - 3. Mechanic-Driver with whose regular shift the trip does coincide.
 - 4. Any other qualified bargaining unit member, on a rotation basis. This employee would receive classification pay.
- F. Drivers will be charged the estimated time on the trip request whether accepting or refusing the trip. A trip with two or more busses going to the same place at the same time will be offered as a single trip – once a driver refuses the first bus they will not be offered the second or third. Should the driver accept an extra trip then relinquish the trip before five (5) days prior to the departure time of the trip, two (2) hours will be added to that driver's total. Should a driver relinquish a trip within five (5) days of the departure time, that driver will assume the number of trip hours held by the driver having the most trip hours. Should a driver surrender the trip within forty-eight (48) hours of the departure time that driver will assume the number of trip hours held by the driver having the most trip hours plus the estimated hours of the trip relinquished.

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

Once an extra trip has been awarded, that trip will not be taken away from the driver who was awarded the trip unless the trip is cancelled. Should a driver already have a trip that conflicts with the time of a rescheduled trip, that driver may choose which trip to return and have trip hours restored for that trip.

Refusal hours will not be charged in the following situations:

- 1. The trip is offered within twenty-four hours of departure time of said trip
- 2. The driver is on professional leave conducting OAPSE business or on staff development leave.
- 3. The driver is ineligible to take the trip due to the ten (10) hour limitation.

All trips will be assigned in this manner regardless of personal or sick leave status of the driver. Trading of extra trips will not be permitted.

Bus drivers who work summer positions are eligible for extra trips that occur during their regular summer hours.

- G. Should there be a trip meeting, trip requests that come in after the initial quarterly trip meeting will be handled (received, recorded and issued) in the same manner as those given out in the trip meeting.
- H. If a situation occurs where the scheduled driver cancels or the trip is scheduled late and there is inadequate time to contact the regular driver who is in line for the trip, the opportunity shall be offered at the discretion of the Director of Transportation or designee. Trip hours will be charged accordingly.

- I. The following will apply to overnight trips. Drivers will be deemed in pay status from the time the bus is removed from storage status at the beginning of the day until it is returned to storage at the end of the day. Storage status is defined as parking at the hotel/motel at the end of the day. The driver is not paid for off duty time. The cost of drivers lodging will be provided by the activity and the driver will be reimbursed to a maximum of ten (\$10.00) dollars per meal upon submission of the required forms and receipts.
- J. Bus drivers will be awarded trips in accordance with the ten-hour driving time limitation imposed by OAC Section 3301-83-20(K). For the purposes of this section of the contract, a driver's 24-hour driving period will commence with the start time of their daily route each weekday. Should the trip occur on a non-school day, the limitation period shall commence with the departure time of the bus from storage. Should the driver's actual driving time plus the estimated driving time of the trip exceed the ten (10) hour limitation, that driver will not be permitted to take the trip, and the trip will be offered to the next driver having the least number of combined extra trip and refusal hours until a driver within the ten (10) hour limitation accepts the trip, or should no regular driver meet the driving time limitation, the trip may then be offered to a substitute driver who can drive the trip within the same ten (10) hour driving limitation.

15.08 Bus drivers will not receive any additional compensation for any days required to be made up. Bus Drivers will be paid up to five (5) emergency days per school year, unless increased or reduced by the Board's determination of the minimum school year, which shall not be less than the minimum school year required by state law. Any bus driver who reports for work when no contact has been made, either by phone or radio by their supervisor or designee will receive two (2) hours pay. Drivers who are contacted before leaving their home will not be paid for any of the makeup day(s). Drivers who are not contacted in time and report to work must sign in with the Director of Transportation or designee at the bus garage to verify their presence.

15.09 Summer school routes will be offered on a rotation basis beginning with the most senior driver. The rotation will start over at the beginning of each summer. The postings will be for each summer route and include the dates for the summer route. Bus drivers who choose to work summer jobs will not be eligible for summer school routes.

Article 16 **General Provisions**

16.01 Split Shifts - There shall be no split-shifts for classified employees other than bus drivers except by mutual agreement of personnel involved and their supervisors.

16.02 In-Service - All employees shall be afforded at least one (1) day per year for in-service at their regularly scheduled number of hours.

16.03 Activities Pass - Bargaining unit members, their spouses and their dependents shall have free admission to all home school activities. Dependents under the age of thirteen (13) shall be accompanied by a bargaining unit member.

16.04 Classification Pay - When an individual is assigned, the responsibility of a position which warrants a higher rate of pay he/she shall be entitled to the higher rate of pay.

16.05 Licenses - Employees required to obtain special licensing or certification or background checks and who must continue to renew the same as it pertains to their employment by the Marietta City School District shall be reimbursed for the cost of such licensing. Reimbursement shall be made in the form of a separate draft. Licenses shall include, but not be limited to boiler operator's license, CDL, educational aide certification, CPR, etc.

16.06 Mileage - Employees who have regular assignments in more than one (1) building or by the nature of their assignment require travel during their regular day, shall be reimbursed at the rate currently allowed by the Internal Revenue Service (IRS).

16.07 Use of Recording Devices – Use of recording devices by either the Board or the Union during disciplinary hearings or grievance hearings will be prohibited, unless by mutual agreement. Evidence obtained from routine surveillance cameras are not subject to this restriction.

ARTICLE 17
Minimum Call Time

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

ARTICLE 18
Health Insurance

18.01 The Board of Education shall provide through a carrier licensed by the State of Ohio a health insurance coverage comparable to the Anthem Blue Cross Blue Shield High Deductible Health Plan (HDHP) health insurance plan, including hospitalization, surgical, prescription, and major medical insurance coverage (single or family) for each member of the bargaining unit who chooses to enroll. During the full term of this contract, the Board shall pay towards the monthly premium for the insurance elected by a bargaining unit member as follows:

		<u>Individual</u>	<u>Family</u>
HDHP	6.5+ hours	85%	85%
	6.0+ hours	75%	70%
	4.0+ hours	55%	50%

The HDHP plan offered by the Board of Education shall have the following plan designs (all designs noted below are for in network):

\$3000.00 Single \$6000.00 Family *Deductible

*After deductible is met 100% is paid.

Effective July 1, 2021 new hires will follow:

		<u>Individual</u>	<u>Family</u>
HDHP	6.5+ hours	80%	80%
	6.0+ hours	75%	70%
	4.0+ hours	55%	50%

As of January 1, 2022 a plan design change will be implemented as follows:

Deductible (Ded)

Single	\$3,000.00
Family	\$6,000.00

Coinsurance (Coins) Plan Pays 80%

Coinsurance/Copay Out of Pocket

Single	\$1,000.00
Family	\$2,000.00

Medical

Office Primary Care 80% After Deductible

Office Visit-Specialist	80% After Deductible
Urgent Care	80% After Deductible
Emergency Room	80% After Deductible
All other services	80% After Deductible

Prescription Drug

Tier I	80% After Deductible
Tier II	80% After Deductible
Tier III	80% After Deductible
Tier IIII	80% After Deductible

Total Minimum Out of Pocket

Single	\$4,000.00
Family	\$8,000.00

On or before January 15, 2021 \$900.00 will be deposited in an HSA account for those under the single plan.

On or before May 7, 2021 \$700.00 will be deposited in an HSA account for those under the single plan.

On or before January 15, 2021, \$1,900.00 will be deposited in an HSA account for those under the family plan.

On or before May 7, 2021, \$1,300.00 will be deposited in an HSA account for those under the family plan.

On or before January 15, 2022, \$1,000.00 will be deposited in an HSA account for those under the single plan.

On or before September 1, 2022, \$500.00 will be deposited in an HSA account for those under the single plan.

On or before January 15, 2022, \$2,000.00 will be deposited in an HSA account for those under the family plan.

On or before September 1, 2022, \$1,000.00 will be deposited in an HSA account for those under the family plan.

On or before January 15, 2023, \$1,000.00 will be deposited in an HSA account for those under the single plan.

On or before September 1, 2023, \$500.00 will be deposited in an HSA account for those under the single plan.

On or before January 15, 2023, \$2,000.00 will be deposited in an HSA account for those under the family plan.

On or before September 1, 2023, \$1,000.00 will be deposited in an HSA account for those under the family plan.

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

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

Vision Insurance Plan

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

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

ARTICLE 19
Administration-Union Meetings

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

ARTICLE 20
Health & Safety

- 20.01 The Board will provide a safety program consistent with the Ohio Public Employees Risk Reduction Act.
- 20.02 The Board may establish health and safety meetings for classified employees prior to the beginning of each school year or at other appropriate times throughout the year. Employees required to attend such meetings at a time other than their normal work shift will be compensated for attendance at their hourly rate of pay or provided compensatory time. Subjects to be covered during such sessions may include an annual first aid refresher course and any changes in the overall operation which could have an effect on the employee’s health and safety. No employee will be unreasonably refused permission to attend a training related meeting which pertains directly to the responsibilities of their position.
- 20.03 The Board shall bear the cost of any personal protective equipment required to be worn by the employee, including up to two (2) pairs of safety shoes per year as needed. Additional safety shoes may be authorized by the Director of Maintenance Building and Grounds.
- 20.04 No employee shall be involved in handling potentially infectious materials as defined by OSHA Standards 29 CFR Part 1910 - 1030 without proper materials and training as defined by OSHA.

ARTICLE 21
Building Use/Bulletin Boards

- 21.01 The Board shall provide, at the Union's expense, bulletin boards for the Union's use, erecting them in locations to be agreed upon or may allow the Union to use space on an existing bulletin board for posting notices regarding Union affairs, restricted to the following:
- Notices of Union meetings.
 - Notices of Union elections.
 - Notices of Union appointments and results of Union elections.
 - Notice of recreational and social events.
 - Notices concerning bona fide Union activities as cooperatives, credit unions, and unemployment compensation, information, or other notices of Union affairs which are not political or controversial in nature.
- 21.02 The Union shall not post on such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The posting on any union bulletin board of material which is in violation of this section shall be cause for the immediate removal of the bulletin boards and cancellation of the bulletin board privileges.
- 21.03 The Union shall be provided with the use of an administration designated building for the purpose of holding Union meetings provided the request for the building use is made not less than forty-eight (48) hours prior to the meeting time and such use does not conflict with any school related event.

ARTICLE 22
Job Descriptions

- 22.01 Each bargaining unit member shall have only one (1) job description for each position held.
- 22.02 Each bargaining unit member shall be furnished a copy of his/her Board approved job description upon being hired or when any changes are made to his/her job description. Employees will not be disciplined for not following a job description that is not Board approved. The job description must reasonably reflect what the employee is expected to do.
- 22.03 Each bargaining unit member will be given the opportunity to provide input into the proposed revision of his/her job description.
- 22.04 The Union will be informed of any planned changes to the job descriptions thirty (30) days prior to the effective date; however, the content of job descriptions shall not be a subject of bargaining.
- 22.05 No employee will be affected by an increase in the minimum requirements for his/her position except as mandated by law or the act of a government agency.
- 22.06 Should any employee's job description contain the phrase "and other duties as assigned", or similar phrasing, the parties agree that this will be limited to duties normally performed by members of the employee's classification.

ARTICLE 23
Release Time

- 23.01 The Board agrees to permit the Local President or his/her designee and one (1) member of the Union grievance committee release time to attend disciplinary hearings, grievance hearings and arbitration hearings held during their

normal shift. Grievant shall be permitted release time to attend any arbitration hearing held during their normal shift.

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

ARTICLE 24
OAPSE Business Leave

- 24.01 Upon notification to the Superintendent, the Union shall be permitted twelve (12) days to carry out Union business.
- 24.02 At any given time one (1) bargaining unit member will be permitted to take a one (1) year unpaid leave of absence to assume a paid position with OAPSE, AFSCME or the AFL-CIO. The bargaining unit member's position will be filled by a substitute during his/her absence. However, time spent in the paid union position will not count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave. If the employee decides to remain with OAPSE, AFSCME, AFL-CIO at the end of the year's leave he/she shall submit his/her resignation and the position will be filled in accordance with Article V-Seniority-Bid System.
- 24.03 The OAPSE President shall be granted up to three (3) days additional leave to attend the OAPSE President's conference in years which it is held.

ARTICLE 25
Payroll Deductions

- 25.01 The Board agrees to deduct dues, fees and assessments from the pay of employees. The Treasurer of the Union shall notify the Treasurer of the Board each August as to the amount of dues to be deducted for the upcoming school year.
- 25.02 All dues/fair share fees shall be deducted over a twelve (12) month period beginning with the first pay in September. Within ten (10) working days of the date which deductions are made, the Treasurer of the Board shall remit all dues to the OAPSE State Treasurer along with a list showing the names of those for whom deductions were made and the amount deducted.
- 25.03 The Board agrees to deduct OAPSE State dues and Local dues set forth herein (current or as increased) from the employee's salary or wages and remit the same to the OAPSE State Treasurer upon receipt of the employee's voluntary authorization. Such authorization shall be irrevocable, regardless of whether the employee remains a member of the Union or not, for the period stipulated in the employee's dues authorization application. Revocations of dues authorization shall be in accordance with the employee's dues authorization agreement.
- 25.04 The Union will defend and hold harmless the Board and its agents against any and all claims arising from or in any way related to the deduction of dues under this Article.
- 25.05 The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. A minimum one dollar (\$1.00) per pay shall apply.

ARTICLE 26
Distribution of Agreement

26.01 Within thirty (30) days after the execution of this Agreement, the Board will provide an electronic version of this Agreement to all employees in the bargaining unit. Hard copies will be available upon request.

ARTICLE 27
Training & Schooling

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

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

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

27.03 The Board will appropriate Twelve Thousand Dollars (\$12,000) effective July 1, 2014 and an additional Twelve Thousand Dollars (\$12,000) July 1 of each year of this contract to implement the provisions of this Article. Should it appear that the sum appropriated by the Board will be exhausted prior to the end of the fiscal year the following procedure shall apply as far as practical:

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

- C. Unused funds at the end of the fiscal year will be carried over to the succeeding fiscal year. Such funds may at the request of the Union be used for first aid training with the approval of the Superintendent.
- D. Employees receiving reimbursement must stay with the district at least one (1) calendar year. Should an employee voluntarily resign, he/she shall be required to repay the district the amount of the tuition reimbursement. In the event the employee is impacted by layoff or on an approved leave of absence, he/she shall not be required to repay the district the amount of the tuition reimbursement.

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

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

ARTICLE 28
Breaks & Meal Periods

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

ARTICLE 29
Teacher Aides & Instructional Aides

- 29.01 Full-time teacher aides shall work seven and one-half (7-1/2) hours per day.
- 29.02 Aides required to act as lunch room monitors, playground supervisors, study hall monitors and/or assigned bus duty shall have staff assistance when the size of the group necessitates additional supervision, as reasonably determined by the building principal.
- 29.03 Teacher aides will not be used without twenty four (24) hours prior notice to cover classrooms when teachers leave the classroom for non-emergency situations.
- 29.04 Both the Board and Union support the concept of employees not being assigned an excessive number of students at any one time without staff assistance.
- 29.05 Should any Aide job description require thirty (30) semester hours, successful completion of the paraprofessional test shall be considered an acceptable alternative to the thirty (30) semester hours.

ARTICLE 30
Calamity Days

- 30.01 All employees shall be paid their appropriate rate of pay for all days or parts of days when schools are closed due to emergency circumstances.
- 30.02 Employees will not receive any additional compensation for any days required to be made up.
- 30.03 Any classified employee who works on one of the first five (5) emergency days shall be paid his/her regular rate of pay for any hours worked in addition to his/her normal pay for the calamity day.

ARTICLE 31
Longevity Pay

- 31.01 Employees who have completed ten (10) or more years' service with the Marietta City School District shall receive longevity pay in the following manner:
- 11-15 years: Fifteen cents (\$0.15) per hour above the negotiated salary schedule
- 16-20 years: Twenty cents (\$0.20) per hour above the negotiated salary schedule

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

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

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

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

ARTICLE 32 **Vacations**

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

1-6 years of service: two weeks

7-15 years of service: three weeks

16+ years of service: four weeks

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

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

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

ARTICLE 33 **Severance Pay**

33.01 Each employee shall be granted, upon retirement, severance pay equal to fifty percent (50%) of his/her accumulated but unused sick leave days. Severance pay shall not exceed eighty-five (85) days total. To be eligible to receive severance pay under this Article, an employee must be eligible for retirement under the School Employees Retirement System as of the last day worked.

33.02 The rate of severance pay shall be determined by the employee's last hourly rate earned.

33.03 Such payment will be made in one lump sum the payday following his/her retirement date or following verification of retirement from SERS.

33.04 Employees shall make application for severance pay on Board forms to be eligible for payment.

33.05 Severance payment will eliminate sick leave credit accrued but unused by the employee at the time payment is made.

33.06 Severance pay to employees participating in an Early Retirement Incentive Plan under the School Employees Retirement System will be governed by the terms of the Article establishing the Plan.

ARTICLE 34

Paydays

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

ARTICLE 35

Wages

- 35.01 Salary schedules will increase in the amount of 0% for fiscal year 2021 and 2.25% to the base for fiscal year 2022 and an additional 2.25% in fiscal year 2023.

For fiscal year 2021 a one-time supplemental payment of \$1,200.00 will be paid in the first payroll of May 2021. For fiscal year 2022 a one-time \$0.25 increase will be added to all salary schedules.

In second payroll of November 2021, a one-time supplemental payment of \$350.00 will be issued.

In second payroll of November 2022, a one-time supplemental payment of \$350.00 will be issued.

- 35.02 The Board, at its discretion may consider past experience when determining the placement of new employees on the salary schedule and may place such new employees no higher than Step 3.
- 35.03 Interpreters holding state of Ohio certification will be placed on Level V of the Teacher Aide salary schedule provided they meet the qualifications of the board approved job description and pass the "Educational Interpreter Performance Assessment" (EIPA) as required by the Administration.
- 35.04 Bus Aides will be added to the Attendant Salary Schedule; Health Care Professionals will assume the Nursing Staff Salary Schedule; System Software Specialist/Network Technician will be added to the Level V Teacher Aide Salary Schedule; and Transportation/Warehouse Coordinator will be added to the Bus Driver Salary Schedule and will be considered one position.
- 35.05 Salary schedules reflecting the hourly rates for bargaining unit positions will be attached to this agreement.

Sub pay cannot exceed Step 1 in the classification.

ARTICLE 36

Early Retirement Incentive Plan

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

ARTICLE 37
No Strike Clause

- 37.01 The Union and any and all its members shall not cause, engage in, or sanction any strike, slowdown or any other such concerted action for the term of this Agreement.
- 37.02 There shall be no “lockout” of bargaining unit members during the term of this Agreement.

ARTICLE 38
Employee Evaluations

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

ARTICLE 39
Dispensing Medicine & Medical Procedures

- 39.01 No employees, except secretaries, special attendants, nursing staff and teacher aides who have been trained for a specific procedure shall be involuntarily assigned to perform or assist in that medical procedure.
- 39.02 All employees required to dispense medicine or perform medical procedures shall be afforded all protections of the Ohio Revised Code, including liability protection.
- 39.03 All employees required to perform such duties shall be informed of Board policies and changes of said policies regarding dispensing medication and medical procedures.
- 39.04 The Board shall provide proper training prior to the assigning of medical duties to an employee. Training shall also be provided for all other employees who may be called upon in support of the employee who has been assigned.
- 39.05 Employees shall have, if requested, an adult witness present when performing medical procedures or when involved with the special needs of a student.
- 39.06 The Board must furnish the employee with proof that the student’s parent or guardian has given written permission to the school for one of the school’s employees to give the student specific prescription medication and/or perform a medical procedure.

ARTICLE 40
SERS Pickup

Salary Reduction

- 40.01 For the purpose of this section, an employee's salary shall be payable by the Board in two parts: 1) Deferred Salary and 2) Cash Salary. An employee's deferred salary shall be equal to that percentage of said employee's salary which is required from time to time by the School Employees Retirement System (SERS) to be paid as an employee contribution by said employee. An employee's cash salary shall be equal to an employee's actual salary less the amount of the deferred salary.
- 40.02 The Board shall compute and remit its employer contributions to SERS based upon the employee's actual, both cash and deferred salary. The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's actual salary less the amount of the deferred salary. The Board shall report for municipal income tax purposes, as an employee's gross income, the employee's total annual salary. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities. The deferred portion of the salary shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.

Board Pickup

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

ARTICLE 41
Drug & Alcohol Testing

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

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

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

- 41.03 Employees seeking assistance will be entitled to use their sick leave, personal leave and/or vacation time during treatment.
- 41.04 All time spent obtaining an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The employer shall pay all costs associated with the administration of alcohol and controlled substances tests. This includes all retests and/or second tests.
- 41.05 Safety Sensitive employees who fail to pass the drug and alcohol test after the appeals procedure will be dismissed from their positions. A grievance can be filed only on the basis of procedural noncompliance by the employer.
- 41.06 Refusal to submit to any test required by 49 CRF will result in automatic termination.

ARTICLE 42
Employment of Retired Employees

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

ARTICLE 43
Orientation for Newly Hired Employees

All newly hired employees that are members of the Bargaining Unit shall attend a thirty (30) -minute paid union orientation. The meeting shall take place in private and during work hours. The Local President or his/her designee shall meet with the new hire(s) within the first two (2) weeks of employment.

EXECUTION OF AGREEMENT

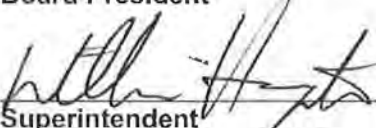
This agreement shall become effective July 1, 2020 and will continue in full force and effective through June 30, 2023.

FOR THE MARIETTA SCHOOL BOARD:



Board President

Date: 5/21/21



Superintendent

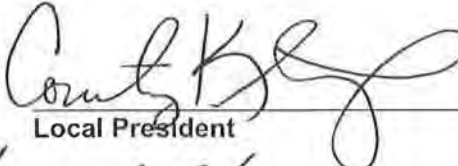
Date: 5/19/21



Chief Fiscal Officer

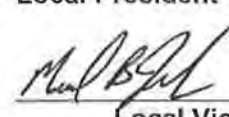
Date: 5/10/21

FOR OAPSE LOCAL 0001:



Local President

Date: 5/13/21



Local Vice-President

Date: 5/19/21



OAPSE Field Representative

Date: 5-14-21

EXECUTION OF AGREEMENT

This agreement shall become effective July 1, 2020 and will continue in full force and effective through June 30, 2023.

FOR THE MARIETTA SCHOOL BOARD:

FOR OAPSE LOCAL 0001:

_____ Date: _____
Board President

_____ Date: _____
Local President

_____ Date: _____
Superintendent

_____ Date: _____
Local Vice-President

_____ Date: _____
Chief Fiscal Officer

_____ Date: _____
OAPSE Field Representative

**Marietta City School District
Custodian Salary Schedule
(Effective July 1, 2021)**

Year		Custodian IV	Custodian III	Custodian II	Custodian I
1	Hourly Rate	17.56	16.75	14.72	12.72
2	Hourly Rate	17.90	17.03	14.93	12.93
3	Hourly Rate	18.24	17.28	15.25	13.09
4	Hourly Rate	18.60	17.68	15.52	13.35
5	Hourly Rate	19.01	18.07	15.90	13.63
6	Hourly Rate	19.33	18.36	16.14	13.78
7	Hourly Rate	19.79	18.76	16.40	14.02
8	Hourly Rate	20.10	19.15	16.75	14.21
9	Hourly Rate	20.41	19.48	17.08	14.50
10	Hourly Rate	20.91	19.86	17.25	14.68

**\$0.25 cent raise to salary schedule then
2.25% Increase**

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

**Marietta City School District
Custodian Salary Schedule
(Effective July 1, 2022)**

Year		Custodian IV	Custodian III	Custodian II	Custodian I
1	Hourly Rate	17.96	17.13	15.05	13.01
2	Hourly Rate	18.30	17.41	15.27	13.22
3	Hourly Rate	18.65	17.67	15.59	13.38
4	Hourly Rate	19.02	18.08	15.87	13.65
5	Hourly Rate	19.44	18.48	16.28	13.94
6	Hourly Rate	19.76	18.77	16.50	14.09
7	Hourly Rate	20.24	19.18	16.77	14.34
8	Hourly Rate	20.55	19.58	17.13	14.53
9	Hourly Rate	20.87	19.92	17.46	14.83
10	Hourly Rate	21.38	20.31	17.64	15.01

2.25% Increase

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

Marietta City School District
Study Hall/ISS Monitors Salary Schedule
 (Effective July 1, 2021)

Year		I 30 Semester Hours	II 60 Semester Hours	III 90 Semester Hours	IV 120 Semester Hours	V Degree
1	Hourly Rate	16.04	16.46	16.89	17.33	18.22
2	Hourly Rate	16.47	16.91	17.33	17.76	18.65
3	Hourly Rate	16.93	17.35	17.76	18.20	19.07
4	Hourly Rate	17.38	17.78	18.21	18.64	19.54
5	Hourly Rate	17.78	18.22	18.64	19.05	19.95
6	Hourly Rate	18.22	18.65	19.07	19.52	20.39
7	Hourly Rate	18.65	19.08	19.51	19.93	20.83
8	Hourly Rate	19.05	19.49	19.93	20.36	21.28

**\$0.25 cent raise to salary schedule then
 2.25% Increase**

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

Marietta City School District
Study Hall/ISS Monitors Salary Schedule
 (Effective July 1, 2022)

Year		I 30 Semester Hours	II 60 Semester Hours	III 90 Semester Hours	IV 120 Semester Hours	V Degree
1	Hourly Rate	16.40	16.83	17.27	17.72	18.63
2	Hourly Rate	16.84	17.29	17.72	18.16	19.07
3	Hourly Rate	17.31	17.74	18.16	18.61	19.50
4	Hourly Rate	17.75	18.16	18.62	19.06	19.98
5	Hourly Rate	18.16	18.63	19.06	19.48	20.40
6	Hourly Rate	18.63	19.07	19.50	19.96	20.85
7	Hourly Rate	19.07	19.51	19.95	20.38	21.30
8	Hourly Rate	19.48	19.93	20.38	20.82	21.76

2.25% Increase

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

Marietta City School District
St. Certified Interpreter/Teacher & Library Aides
Salary Schedule
(Effective July 1, 2021)

Marietta City School District
St. Certified Interpreter/Teacher & Library Aides
Salary Schedule
(Effective July 1, 2022)

Year		I Under 60 Semester Hours	II 60 Semester Hours	III 90 Semester Hours	IV 120 Semester Hours	V Degree
1	Hourly Rate	15.31	15.69	16.07	16.50	17.30
2	Hourly Rate	15.70	16.08	16.50	16.88	17.68
3	Hourly Rate	16.09	16.52	16.88	17.26	18.13
4	Hourly Rate	16.52	16.90	17.28	17.66	18.52
5	Hourly Rate	16.89	17.29	17.66	18.10	18.90
6	Hourly Rate	17.28	17.68	18.10	18.48	19.40
7	Hourly Rate	17.66	18.12	18.48	18.85	19.71
8	Hourly Rate	18.11	18.50	18.87	19.26	20.13
9	Hourly Rate	18.49	18.88	19.26	19.67	20.50
10	Hourly Rate	18.87	19.28	19.67	20.10	20.88

Year		I Under 60 Semester Hours	II 60 Semester Hours	III 90 Semester Hours	IV 120 Semester Hours	V Degree
1	Hourly Rate	15.65	16.04	16.43	16.87	17.69
2	Hourly Rate	16.05	16.44	16.87	17.26	18.08
3	Hourly Rate	16.45	16.89	17.26	17.65	18.54
4	Hourly Rate	16.89	17.29	17.67	18.06	18.94
5	Hourly Rate	17.27	17.68	18.06	18.51	19.33
6	Hourly Rate	17.67	18.08	18.51	18.98	19.84
7	Hourly Rate	18.06	18.53	18.90	19.27	20.15
8	Hourly Rate	18.52	18.92	19.29	19.69	20.58
9	Hourly Rate	18.91	19.30	19.69	20.11	20.96
10	Hourly Rate	19.29	19.71	20.11	20.55	21.35

**\$0.25 cent raise to salary schedule then
2.25% increase**

2.25% increase

LONGEVITY

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

LONGEVITY

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

**Marietta City School District
Health Care Professional
Salary Schedule
(Effective July 1, 2021)**

Year		RN	LPN
1	Hourly Rate	20.96	17.02
2	Hourly Rate	21.78	17.38
3	Hourly Rate	22.59	17.78
4	Hourly Rate	23.37	18.16
5	Hourly Rate	24.16	18.53
6	Hourly Rate	24.98	18.93
7	Hourly Rate	25.77	19.33
8	Hourly Rate	26.55	19.74
9	Hourly Rate	27.36	20.07
10	Hourly Rate	28.14	20.44

**\$0.25 cent raise to salary schedule then
2.25% increase**

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

**Marietta City School District
Health Care Professional
Salary Schedule
(Effective July 1, 2022)**

Year		RN	LPN
1	Hourly Rate	21.43	17.40
2	Hourly Rate	22.27	17.77
3	Hourly Rate	23.10	18.18
4	Hourly Rate	23.90	18.57
5	Hourly Rate	24.70	18.95
6	Hourly Rate	25.54	19.36
7	Hourly Rate	26.35	19.76
8	Hourly Rate	27.15	20.18
9	Hourly Rate	27.98	20.52
10	Hourly Rate	28.77	20.90

2.25% increase

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

**Marietta City School District
Buildings & Grounds Salary Schedule
(Effective July 1, 2021)**

Year		Maintenance Specialist	Groundskeeper
1	Hourly Rate	17.56	14.72
2	Hourly Rate	17.90	14.93
3	Hourly Rate	18.25	15.25
4	Hourly Rate	18.60	15.52
5	Hourly Rate	19.01	15.90
6	Hourly Rate	19.33	16.15
7	Hourly Rate	19.79	16.41
8	Hourly Rate	20.10	16.76
9	Hourly Rate	20.41	17.09
10	Hourly Rate	20.90	17.27

**\$0.25 cent raise to salary schedule then
2.25% Increase**

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

**Marietta City School District
Buildings & Grounds Salary Schedule
(Effective July 1, 2022)**

Year		Maintenance Specialist	Groundskeeper
1	Hourly Rate	17.96	15.05
2	Hourly Rate	18.30	15.27
3	Hourly Rate	18.66	15.59
4	Hourly Rate	19.02	15.87
5	Hourly Rate	19.44	16.26
6	Hourly Rate	19.76	16.51
7	Hourly Rate	20.24	16.78
8	Hourly Rate	20.55	17.14
9	Hourly Rate	20.87	17.47
10	Hourly Rate	21.37	17.66

2.25% Increase

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

Marietta City School District
Attendant/Interpreter/Noon Duty Supervisor
Salary Schedule
 (Effective July 1, 2021)

Year		Attendant	Attendant 30+ Hours	Interpreter	Noon Duty Supervisor
1	Hourly Rate	13.94	14.19	12.84	15.30
2	Hourly Rate	14.19	14.45	13.07	15.54
3	Hourly Rate	14.47	14.72	13.27	15.79
4	Hourly Rate	14.72	14.98	13.47	16.02
5	Hourly Rate	14.93	15.18	13.76	16.32
6	Hourly Rate	15.20	15.46	14.00	16.55
7	Hourly Rate	15.40	15.65	14.27	16.83
8	Hourly Rate	15.67	15.93	14.54	17.11
9	Hourly Rate	15.93	16.19	14.74	17.27
10	Hourly Rate	16.16	16.41	14.95	17.57

**\$0.25 cent raise to salary schedule then
2.25% Increase**

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

Marietta City School District
Attendant/Interpreter/Noon Duty Supervisor
Salary Schedule
 (Effective July 1, 2022)

Year		Attendant	Attendant 30+ Hours	Interpreter	Noon Duty Supervisor
1	Hourly Rate	14.25	14.51	13.13	15.64
2	Hourly Rate	14.51	14.78	13.36	15.89
3	Hourly Rate	14.80	15.05	13.57	16.15
4	Hourly Rate	15.05	15.32	13.77	16.38
5	Hourly Rate	15.27	15.52	14.07	16.69
6	Hourly Rate	15.54	15.81	14.32	16.92
7	Hourly Rate	15.75	16.00	14.59	17.21
8	Hourly Rate	16.02	16.29	14.87	17.49
9	Hourly Rate	16.29	16.55	15.07	17.66
10	Hourly Rate	16.52	16.78	15.29	17.97

2.25% Increase

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

**Marietta City School District
 Secretarial/Clerical Salary Schedule
 (Effective July 1, 2021)**

**Marietta City School District
 Secretarial/Clerical Salary Schedule
 (Effective July 1, 2022)**

Year		Secretary III	Secretary/Clerk II	Secretary/Clerk I
1	Hourly Rate	16.14	14.83	13.51
2	Hourly Rate	16.49	15.15	13.80
3	Hourly Rate	16.86	15.49	14.10
4	Hourly Rate	17.22	15.82	14.41
5	Hourly Rate	17.58	16.15	14.70
6	Hourly Rate	17.94	16.47	15.00
7	Hourly Rate	18.30	16.81	15.30
8	Hourly Rate	18.66	17.14	15.59
9	Hourly Rate	19.03	17.46	15.89
10	Hourly Rate	19.39	17.80	16.20

Year		Secretary III	Secretary/Clerk II	Secretary/Clerk I
1	Hourly Rate	16.50	15.16	13.81
2	Hourly Rate	16.86	15.49	14.11
3	Hourly Rate	17.24	15.84	14.42
4	Hourly Rate	17.61	16.18	14.73
5	Hourly Rate	17.98	16.51	15.03
6	Hourly Rate	18.34	16.84	15.34
7	Hourly Rate	18.71	17.19	15.64
8	Hourly Rate	19.08	17.53	15.94
9	Hourly Rate	19.46	17.85	16.25
10	Hourly Rate	19.83	18.20	16.56

**\$0.25 cent raise to salary schedule then
 2.25% Increase**

2.25% Increase

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

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

**Marietta City School District
Transportation Salary Schedule
(Effective July 1, 2021)**

Year		Bus Driver	Driver Mechanic	Transp. Coordinator
1	Hourly Rate	16.47	16.73	16.47
2	Hourly Rate	16.85	17.11	16.85
3	Hourly Rate	17.19	17.44	17.19
4	Hourly Rate	17.51	17.76	17.51
5	Hourly Rate	17.85	18.11	17.85
6	Hourly Rate	18.14	18.39	18.14
7	Hourly Rate	18.47	18.72	18.47
8	Hourly Rate	18.84	19.10	18.84
9	Hourly Rate	19.13	19.39	19.13
10	Hourly Rate	19.47	19.72	19.47

**\$0.25 cent raise to salary schedule then
2.26% Increase**

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

**Marietta City School District
Transportation Salary Schedule
(Effective July 1, 2022)**

Year		Bus Driver	Driver Mechanic	Transp. Coordinator
1	Hourly Rate	16.84	17.11	16.84
2	Hourly Rate	17.23	17.49	17.23
3	Hourly Rate	17.58	17.83	17.58
4	Hourly Rate	17.90	18.16	17.90
5	Hourly Rate	18.25	18.52	18.25
6	Hourly Rate	18.55	18.80	18.55
7	Hourly Rate	18.89	19.14	18.89
8	Hourly Rate	19.28	19.53	19.28
9	Hourly Rate	19.56	19.83	19.56
10	Hourly Rate	19.91	20.16	19.91

2.26% Increase

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