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# NEGOTIATED AGREEMENT

Between the

SEBRING BOARD OF EDUCATION

And the

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
CHAPTER #563

July 1, 2020 – June 30, 2021

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## **ARTICLE 1 – PURPOSE**

The Board of Education of the Sebring Local School District, Sebring, Ohio, shall, hereinafter be referred to as the “Board”.

The Ohio Association of Public School Employees (OAPSE) and OAPSE Chapter #563 shall hereinafter be referred to as the “Union”. OAPSE is an affiliate of AFSCME, AFL-CIO.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term “Employee” or “Employees” where used herein refers to all employees in the bargaining unit.

## **ARTICLE 2 – RECOGNITION**

The Union is recognized as the sole and exclusive representative for all employees of the Board in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.

This recognition shall be for the duration of this agreement and thereafter until a successor is elected or until recognition is withdrawn based upon the results of a competitive election.

The Union’s exclusive bargaining unit includes only the job classifications listed below:

1. Bus Drivers
2. Cafeteria Workers/Food Service Assistant
3. Cook
4. Custodial Employees
5. Custodial-Maintenance Employees
6. Secretaries
7. Crossing Guard

Excluded from the bargaining unit are the following job classifications:

1. Supervisory Personnel
2. Substitute Employees
3. Secretary to the Superintendent
4. Secretary to the Treasurer
5. Assistant Treasurer
6. Casual/Seasonal Employees as defined by the State Employment Relations Board

Excluded employees shall not perform work normally done by bargaining unit employees, except substitutes who temporarily replace absent bargaining unit members, or when instructing or training employees, or in case of an emergency. But in no situation shall the work detract from bargaining unit employee regular schedule or overtime work.

### **ARTICLE 3 – PRINCIPLES**

Bargaining unit employees have the right to join in, participate in, or assist the Association and the right to refrain from such, but membership shall not be prerequisite for employment or continuation of employment of any employee.

The Board and the Association shall agree to abide and to comply with all laws and regulations of the State of Ohio.

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of United States, including, but without limiting the generality of the foregoing, all rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work forces;
7. Determine the overall mission of the School District;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the school district.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and the Ohio Statutes; and then only to the extent such specific and express terms hereof are in accordance with the constitution and laws of the State of Ohio and the rules and regulations promulgated by the State of Ohio and laws of the United States.

## ARTICLE 4 – NEGOTIATIONS PROCEDURE

### A. Directing Requests and Meetings

1. Either party desiring to open negotiations to modify this agreement shall notify the other party in writing not earlier than one hundred (100) days and not later than sixty (60) days prior to the expiration of this agreement. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the President of the Association.
2. Within ten (10) days from the receipt of such notice, an initial meeting date will be established. No additional proposals shall be submitted subsequent to the exchange of packages unless by mutual agreement of the parties.
3. Negotiation sessions shall be held in executive session.
4. Meetings shall be scheduled to interfere the least with school schedules.

### B. Negotiating Teams

The Board and Association shall be represented at all negotiations meetings by negotiation teams not to exceed four (4) members each.

### C. Time Limits

1. The chairman of either team may recess his/her team for independent caucus at any time. Caucus shall be of reasonable length (e.g. thirty minutes).
2. Bargaining sessions shall last a maximum of three (3) hours.
3. Days shall mean calendar days unless specified otherwise.
4. Time limits established under Negotiations Procedures may be modified by mutual agreement.

### D. Information

The parties agree to furnish upon written request and in reasonable time, public information concerning the financial status of the district and such other relevant available information as will assist the parties in the development and evaluation of proposals. Neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.

E. Scope of Negotiations

The scope of negotiations shall be limited to wages, hours, fringe benefits, terms and other conditions of employment.

F. Tentative Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue subject to final ratification by the membership of the Association and adoption by the Board.

G. Agreement

When agreement is reached, it shall be reduced to writing and, when approved by the Association and the Board, it shall be signed by the parties. The Board will provide one electronic copy of the new agreement to all members of the bargaining unit.

**ARTICLE 5 – DISPUTE RESOLUTION PROCEDURE**

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

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

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

The parties shall jointly prepare a request for Mediator and direct such request to the Federal Mediation and Conciliation Service.

The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

The Mediator has no authority to recommend or to bind either party to any agreement.

**ARTICLE 6 – PROVISIONS CONTRARY TO LAW**

If any provision of this contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the contract.

## ARTICLE 7 – GRIEVANCE

A grievance is defined as a claim by an employee or the Association which affects a condition of employment, interpretation of rules and regulations, an alleged violation, misinterpretation or misapplication of the terms of this agreement, and disciplinary action taken against any employee. Only a grievance based on a disciplinary action or violation, misinterpretation or misapplication of the terms of this agreement may be processed beyond Step 4.

### Step 1: Informal Procedure

An employee who feels that he has a grievance shall discuss it with his immediate supervisor. If the grievant determines that said discussion does not effect a satisfactory resolution to the grievance, the grievance may be processed to Step 2 of the grievance procedure.

### Step 2

The employee or the Association may present the grievance in writing to the employee's supervisor, who shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the aggrieved employee, and his supervisor shall be present for the meeting. The supervisor must provide the employee and the Association with his written answer to the grievance within three (3) days after the conclusion of the meeting.

### Step 3

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Superintendent, or his designated representative, within five (5) days after the receipt of the Step 2 answer, or within eight (8) days after the meeting in Step 2, whichever is later. The Superintendent, or his designated representative shall arrange for a meeting with the Association representative and the aggrieved employee to take place within five (5) days of his receipt of the appeal. Each party shall have the right to have present at such meeting such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have three (3) days in which to provide his written decision to the Association.

### Step 4

If the grievance is not resolved at Step 3, or if the time limits are not met, the Association may process the grievance to the Board at its next regular meeting after the Superintendent's written response has been rendered. Each party shall have the right to have present at such meeting such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have five (5) days in which to provide its written decision to the Association.

### Step 5: Arbitration

If the grievance has not been resolved through the preceding procedure, or if the Board has not issued its written answer within the time prescribed in Step 4, then the Association may submit the grievance to arbitration by giving written notice to the Superintendent of its intent to do so. The parties shall first attempt to agree upon an impartial arbitrator to hear the grievance. If the parties are unable to agree within five (5) days from the Superintendent's receipt of the Association's appeal to arbitration, the Association shall then request the American Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 4 answer, then the grievance will be deemed withdrawn.

### Authority of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this agreement and he shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to arbitrate any matter not specifically provided for by this agreement.

### Costs of Arbitration

Each party shall bear the full cost for its representation in the arbitration proceedings. The cost and expenses of the arbitrator and the American Arbitration Association will be divided equally between the parties.

### Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts will be divided equally between the parties.

### Time Limits

- a. All time limits or days, as used in this grievance and arbitration procedure shall be interpreted to mean school days. Except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

The time limits set forth in this procedure may be extended only by mutual agreement of the parties, and the parties agree that every reasonable effort will be made to expedite the grievance process.

- b. If a grievance is not initiated within fifteen (15) days after the grievant knew, or should have known, of the event or condition upon which the grievance is based,



or if the grievance is not appealed in accordance with the time limits the grievance shall be considered as waived.

### Expedition of Grievances

If the Association and the Superintendent agree, Step 1, Step 2 and/or Step 3 of the grievance procedure may be by-passed and the grievance brought directly to the next Step. Class grievances involving more than one supervisor, and the grievances involving an administrator above the area supervisory level may be filed by the Association at Step 3.

### Record Keeping

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.

### Rights to Representation

Both parties shall have the right to legal counsel at all levels of the procedure beginning at Step 2. The grievant shall have the right to an Association representative at all levels beginning at Step 1.

## **ARTICLE 8 – VACANCIES**

A vacancy shall be defined as a position previously held by any non-certified employee as set forth in the Recognition Article that the Superintendent intends to fill, or a newly created position for which a non-certified employee is qualified.

When the Superintendent learns of a vacancy, he or his designate shall, as soon as is reasonably possible, but not later than three (3) days after receipt of notice of vacancy, or three (3) days after the Board acts to create a new position, post on the bulletin board in each building, written notice of such vacancy. The Association President shall receive a copy of the notice on or before the date of posting. During summer recess, said notices shall be mailed with the employee's pay checks.

Each notice of vacancy shall include the classification and the qualifications required of each applicant. In the case of newly created position, said notice shall also stipulate the compensation for the position.

Employees shall have ten (10) days to bid on the vacancy. In the event a vacancy occurs during the summer recess, said position may be filled ten (10) days after the date of mailing of pay checks. This provision shall be waived in the event that a position becomes vacant less than ten (10) days prior to the first day of school. The purpose of this provision is to guarantee members of the Employee Unit first consideration in applying for vacancies.

All vacancies outside of a classification shall be filled on the basis of ability to perform the work and the most qualified applicant as determined by the Superintendent. If two (2) or more employees are equally qualified, the employee with the most seniority shall be awarded the vacancy. Employees awarded the new position shall be placed on a 30 day probationary period.

Seniority shall be defined as the employee's length of continuous service with the Board commencing from the employee's first day worked since his last date of hire.

### **ARTICLE 9 – SICK LEAVE**

Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month.

Employees, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

Immediate family is defined as the employee's spouse, children, parents, or anyone serving in loco parentis; or in case of illness of anyone living in the same house in a family relationship.

If the death of a relative or friend requires the employee to travel more than 200 miles from Sebring, an additional absence of one (1) work day from cumulative sick leave shall be granted for travel time.

An employee who transfers from one (1) public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.

Employees who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.

The Superintendent shall require an employee to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.

Each newly hired regular employee who has exhausted his accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year, to be charged against the sick leave he subsequently accumulates.

Accumulation of sick leave shall be limited to a maximum of two hundred seventy-five (275) days.

Perfect Attendance Credit – Employees who during the entire school year: 1) use none of their sick leave days shall receive four hundred dollars (\$400.00); 2) use one (1) day of sick leave shall receive three hundred dollars (\$300.00); 3) use two (2) days of sick leave shall receive two hundred dollars (\$200.00). This attendance credit shall be given to the employee by the first pay in July following the school year in which it was earned.

### **ARTICLE 10 – PERSONAL LEAVE**

Personal leave is defined as leave which must be used to conduct business or personal affairs which cannot be conducted at any other time than scheduled work hours.

Notification for use of personal leave should be made to the supervisor of the building in which the employee is assigned at least three (3) days, in advance, but exceptions may be made to this rule in emergency situations.

Entitlement to Personal Leave:

1. An employee shall be granted, upon request, three (3) days of personal leave per year, without loss of pay.
2. Personal leaves shall not be used for gainful employment.
3. Personal Leave will not be approved on the day preceding or following a scheduled school vacation period or during the last ten (10) days of a school year except upon approval by the Superintendent for an emergency or an unforeseen event. A scheduled vacation period shall be defined as Thanksgiving, Christmas, New Years, Easter, and Memorial Day.
4. In the event of any bargaining member requesting a personal day within the last ten (10) days of school, the member may be granted a personal day at no cost to the District, provided the member obtains coverage, so that the member may attend a child or step child's school event.
5. If the number of employees requesting personal leave on the same day exceeds ten (10) percent of the total number of employees in the bargaining unit the leave will be granted on a priority basis to employee(s) in the order said employee(s) submitted a written request.
6. Unused personal leave days shall accumulate as sick leave or be cashed in for a per diem payment at the end of each school year.

## **ARTICLE 11 – ASSAULT LEAVE**

An employee who is absent due to a physical disability which resulted from an assault, which occurred in the course of or as a result of his Board employment, shall be maintained on full pay status during such disability up to a maximum of seven (7) work days. Such employee shall prepare and give to the Administration on a form furnished by the Board, a signed statement describing the facts warranting such assault leave and, if medical attention is required for such employee due to such disability, the employee shall also give to the Administration a certificate from a licensed physician, stating the nature of the disability and its probable duration. Such assault leave shall not be charged against any sick leave, earned or earnable, by the employee.

The Administration shall give whatever assistance is reasonably possible in the investigation of any such assault, whether such investigation is conducted by administrative personnel or by law enforcement officers.

This clause only applies when the assault made on the employee is directly related to their employment and not caused by some other outside circumstance (ex: road rage, etc.).

## **ARTICLE 12 – COURT LEAVE**

### **Entitlement to Court Leave:**

A leave for court appearance shall be defined as an absence that is precipitated by an employee being subpoenaed as a witness. This provision is limited to subpoenas issued in proceedings directly related to the employee's employment and in which the interests of the employee and Board are not adversarial.

### **Entitlement to Jury Duty Leave:**

An employee shall be entitled to a paid leave for jury duty.

### **Remuneration:**

The Board shall pay an employee the difference between the employee's regular compensation and the remuneration received by him for serving as witness or a juror.

Upon return to work an employee must submit to the District Treasurer an official receipt of remuneration from the court to be eligible for the difference in pay between the employee's regular compensation and that provided by the court.

## **ARTICLE 13 – BEREAVEMENT LEAVE**

No more than three (3) days of bereavement leave per occurrence shall be granted to an employee for the school year due to death in the immediate family, which shall be interpreted to

include the employee's father, mother, brother, sister, husband, wife, child, grandchild, grandparents, aunts, uncles, all in-laws serving in the same capacity as above, power of attorney or any member of the household who has stood in the same family relationship with the employee as any of these.

The bereavement leave may be used for the actual funeral, for grieving, or for business related to the death as needed. Additional bereavement days may be taken from sick leave, but may only be used for death in the immediate family as defined above. Employees will also be permitted to attend funerals or services to support colleagues and/or students or to grieve their loss.

An employee shall be granted bereavement leave to mourn the loss of his/her own child due to miscarriage.

#### **ARTICLE 14 – LEAVE OF ABSENCE**

Upon a written request the Board of Education may grant a leave of absence for a period of not more than two (2) years for educational or professional or other purposes and shall grant such leaves where illness or other disability is the reason for the request.

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

If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he is hired by the Board as a regular employee within a year after his employment as a replacement, he shall receive credit for his length of service with the Board during such replacement period.

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

#### **ARTICLE 15 – OAPSE LEAVE AND WORKSHOPS**

Members of the non-certified staff may attend conferences or workshops that contribute to the educational program and their professional growth.

The Board of Education may authorize personnel attendance at such functions without loss of pay. All requests must be submitted, in writing, to the Building Principal and the Superintendent prior to the absence. No absence is authorized without prior approval of the Superintendent or designee.

Each person requesting leave under this policy must complete, in triplicate, the request form available from the Building Principal. All copies of the completed request form shall be in the Superintendent's office ten (10) days prior to the date of the requested leave. Upon approval by

the Superintendent, one (1) of these copies will be returned to the applicant for his/her personal file.

If the leave request is approved, all costs of such leave will be paid by the requesting employee.

### **ARTICLE 16 – MEETINGS**

Bargaining unit members required to attend meetings which occur at times other than during their regular work hours will have their work day adjusted (reduced) on the day of the meetings. If member's work day cannot be adjusted on date of meeting, members will be paid for actual hours worked and time spent in attendance at required meetings.

### **ARTICLE 17 – CALAMITY DAY**

After five (5) calamity days, twelve (12) month employees shall be required to make up lost days by extended hours or otherwise. Nine (9) and ten (10) month employees will be required to make up those lost days.

After five (5) days in which school is closed or delayed, days shall be made up in the following order: President's Day, Monday of spring break, waiver days, and days added to the end of the school calendar. The Board and the Association will consult on any changes to this schedule.

All employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity.

Any employee who is required to perform work for the Board on a calamity day shall be paid his/her hourly rate for actual hours worked on such days in addition to their calamity day pay.

### **ARTICLE 18 – SUBSTITUTION**

The Administration shall make every reasonable effort to call a substitute to perform those duties normally performed by bargaining unit employees whenever an absence occurs within any of the classifications covered by this agreement. Substitutes will only be used in the absence of regular bargaining unit employees. Bargaining unit members will have first opportunity to work, not to exceed 40 hours per work week, as a substitute before outside subs are called. This clause shall not be enforceable under emergency circumstances.

### **ARTICLE 19 – WORKER'S COMPENSATION**

All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course or arising out of

their employment. An injury incurred while performing assigned responsibilities shall be reported to the injured employee’s supervisor or other designated representative.

**ARTICLE 20 – MEDICAL BENEFITS**

A. The coverage provided by the hospitalization, major medical, dental, and prescription drug plan shall be at least comparable to the plan in effect for all other employees of the Board. Benefit schedules are provided in the plan document.

1. Medical Coverage

A comprehensive medical program that will include Comprehensive Hospitalization and Surgical; Major Medical, Outpatient, Diagnostic, Laboratory, and Emergency Care. Deductibles and co-insurance are described below. Full-time employees will be required to make the following contributions for medical coverage:

	<u>Family</u>	<u>Single</u>
2020-2021	\$68.00	\$34.00

This contribution shall be calculated as a per pay deduction and one-half (1/2) of the amount set forth above will be withheld from the employee twice per month. Part-time employees will pay a portion of the monthly medical coverage premium pro-rated on the number of hours or days worked per week.

Co-Insurance

Coverage shall provide for the following for single/family:

	<u>In-Network</u>	<u>Out-of-Network</u>
Deductible – Single/Family	\$250/\$500	\$500/\$1,000
Co-Insurance	90%/10%	70%/30%
Co-Insurance Max (Exc. Ded)	\$750/\$1,500	\$1,500/\$3,000
Total Out-of-Pocket Maximum	\$1,000/\$2,000	\$2,000/\$4,000
Co-Payments		
Office Visits – PCP/Specialists	\$10/\$20	30% after deductible
Surgical Visits	\$10/\$20	30% after deductible
Urgent Care	\$35	30% after deductible

Immunizations	\$10/\$20	30% after deductible
Allergy Testing	\$10/\$20	30% after deductible
Emergency Room – Emergencies	\$75	\$75
Speech/PT/OT/Chiro	\$20	30% after deductible
Surgical Services	10% after deductible	30% after deductible
Diagnostic Services	10% after deductible	30% after deductible

2. Prescription Drug Family Plan

At no cost to the employee, a “Formulary Drug Plan” provided to each employee and their family members. Co-payments and specifications are described below. Full-time employees will be required to make the following contributions for prescription coverage:

	<u>Family</u>	<u>Single</u>
2020-2021	\$19.50	\$11.00

This contribution shall be calculated as a per pay deduction and one-half (1/2) of the amount set forth above will be withheld from the employee twice per month.

The plan shall cover all legend drugs, including injectable insulin, prescribed by a physician and shall provide for a thirty (30) day supply or other prescribed dosage by a physician. The following thirty (30) day supply co-payments apply:

Generic	\$10
Formulary Brand	\$15
Non-Formulary Brand	\$30
Mail Order	\$20/\$30/\$60

When using mail-order, the employee will receive a ninety (90) day supply at the cost of co-payment x 2.

3. Family Dental Plan

Dental insurance coverage shall be provided to each employee and his/her family members that meets or exceeds the specifications set forth below. Deductibles and co-insurance apply for restorative coverage, but NOT for preventative and diagnostic coverage. Full-time employees will be required to make the following contributions for dental coverage:

	<u>Family</u>	<u>Single</u>
2020-2021	\$5.00	\$2.00



This contribution shall be calculated as a per pay deduction and one-half (1/2) of the amount set forth above will be withheld from the employee twice per month.

Co-insurance % to be Paid by the Employee

Preventive and diagnostic (Class I): 0%  
Basic restorative (Class II): 20%  
Major restorative (Class III): 40%

Orthodontia (Class IV): The employer will pay one hundred percent (100%) of the first eight hundred fifty dollars (\$850.00) lifetime maximum. The employee will pay one hundred percent (100%) after the first eight hundred fifty dollars (\$850.00) is paid.

Maximums Paid by Employer

Class I, II, and III: not less than twenty-five hundred dollars (\$2,500.00) per person per year.

Class IV: not less than eight hundred fifty dollars (\$850.00) per person per lifetime.

Deductibles

Class I and IV: none

Class II and III: twenty-five dollars (\$25.00) per person or seventy-five dollars (\$75.00) per family per calendar year.

4. Vision Plan

At no cost to the employee, vision insurance shall be provided to each employee and their family members. Co-payments and specifications are described below.

Vision Examinations \$50 per exam  
(limited to one (1) exam per year)

Lenses (limited to one (1) pair every year)  
Single Vision Lenses \$40 per pair  
Bifocal Lenses \$50 per pair  
Trifocal Lenses \$60 per pair  
Lenticular Lenses \$70 per pair  
Frames \$90 per frame  
(limited to one (1) set each 2-year period)

Contact Lenses (limited to one (1) set each year)

Elective	\$35 per pair
Necessary	\$200 per pair

Note: One (1) pair of Contact Lenses may be purchased in lieu of the one (1) pair of Lenses.

5. A 125 plan shall be established so as to provide employees with a means to pay out of pocket medical expenses on a pretax basis. A Flexible Spending Account (FSA) will be available at the election of the employee to be used for this pretax process. The Board and the Association shall work jointly to establish the process and parameters for implementing the FSA.

6. Term Life with Accidental Death and Dismemberment

At no cost to the employee, term life insurance provided to each employee in the amount of fifty thousand dollars (\$50,000.00) with an equivalent accidental death and dismemberment benefit.

7. Severance Payment Due to Death

In the event of the death of an employee, the severance amount shall be paid to the employee's estate.

8. Election of Spousal Coverage

Employees who have spouses covered by another non-contributory medical program must take at least single coverage with that program and will be subject to coordination of benefits for every covered claim. If the medical program is contributory, the Board shall have the option to pay the premium liability for that employees spouse rather than provide coverage under the Board plan.

9. Refusal of Coverage

Employees who have other coverage and do not select any of the health insurance coverages from the Board will receive a payment of One Thousand Dollars (\$1,000) annually. The payment shall be made in two (2) installments, the first to be paid by December 15<sup>th</sup> and the second to be paid by June 30<sup>th</sup>. If the employee should need to re-enroll, the payment would be prorated at the end of the month of said re-enrollment. Employees may only refuse coverage and re-enroll one time per calendar year.

- B. Medical benefits shall be provided for all employees who work at least thirty (30) hours per week. Those thirty (30) qualifying hours per week do not include any supplemental positions and/or any field or athletic trips by bargaining unit personnel. Employees who work less than thirty (30) hours per week are not entitled to employer paid medical benefits. Employees hired before July 1, 2011 who are currently participating in the

medical plan on a Board paid pro-rated basis shall continue to be eligible to participate on a pro-rated basis. The basis of the pro-ration is thirty (30) hours.

C. Change(s) in Carriers

If, at any date following the ratification of this Agreement, the Board elects to change the insurance carriers that provide any of the coverage and services specified herein, the Association President shall be notified in writing thirty (30) days, if possible, but in no event later than fifteen (15) days prior to the effective date of the change in carriers. At the time of said notification, the Board shall provide to the Association a complete copy of the bid specifications or the certificate of insurance for the new plan setting forth in detail the specifications of coverage and services to be provided by the new carrier.

D. Change(s) in Coverage Status

An employee may change the coverage status (single or family) effective the first (1<sup>st</sup>) day of any month.

E. Wellness – Vitality Health Review (VHR) Compliance

Should the school district meet the VHR decrement in any given year, as described by the Portage Area Schools Consortium, then each member of the Association that carries medical insurance will receive a \$25.00 gift card.

F. Wellness – Biometric Screening Compliance

Should the school district meet the Biometric Screening decrement in any given year, as described by the Portage Area Schools Consortium, then each member of the Association that carries medical insurance will receive a \$25.00 gift card.

## **ARTICLE 21 – LIFE INSURANCE**

The Board shall provide Fifty Thousand Dollars (\$50,000.00) of term life insurance coverage on all employees who work at least thirty (30) hours per week. Those thirty (30) qualifying hours per week do not include any supplemental positions and/or any field or athletic trips by bargaining unit personnel. The Board shall provide a pro-rated payment basis for all employees who work fewer than thirty (30) hours per week, the employee to pay the remainder of the monthly premium cost. Basis of the pro-ration is thirty (30) hours. Bargaining unit employees who are currently contributing some portion of the premium for their coverage shall not experience a change in their contribution percentage due to this language change.

**ARTICLE 22 – PAYROLL DEDUCTIONS FOR INSURANCE**

The Board agrees that any employee who is required to pay a portion of a Board sponsored or approved insurance plan may do so through payroll deductions.

**ARTICLE 23 – PAY DAYS**

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

Nine- and ten-month employees will be paid in twenty-six (26) equal payments.

Nine- and ten-month employees will be paid every other Thursday with the second Thursday in September being the first pay date of the new contract year for nine-month employees. Ten-month employees' first pay date of their new contract will be two weeks prior to nine-month employees' first pay date.

Due to the yearly progression of pay dates, nine- and ten-month employees will experience a three week pay period approximately once every six or seven years. Twelve-month employees shall be paid on the same regular pay date schedule as nine- and ten-month employees but will suffer no loss in pay, that is they will receive compensation for each working day during that particular pay period at their regular per diem rate.

**ARTICLE 24 – CLASSIFICATION PAY**

When an employee performs work for eight (8) consecutive hours normally performed by an employee in a higher classification, the employee shall receive the higher rate of pay at the employee's salary step for such work is performed. When an employee performs work for eight (8) consecutive hours normally performed by the cafeteria supervisor, the employee shall receive \$1.00 per hour additional pay for such work is performed. Employees shall be paid no less than their negotiated hourly rate of pay.

**ARTICLE 25 – OVERTIME AND PREMIUM PAY**

The overtime rate of one and one-half (1 1/2) times the straight time hourly rate for the job performed shall be paid for:

1. All hours actually worked by an employee in excess of eight (8) in any work day;  
or

2. All hours actually worked by an employee in excess of forty (40) in any work week, which ever is greater; provided, however, that overtime payments shall not be duplicated for the same hours worked.
3. The overtime rate of twice the employee's straight time hourly rate shall be paid for all hours actually worked on Sunday.

It is understood that daily overtime will generally be given to the employee assigned to the job on which such overtime is required but that the administrator shall divide all overtime as equally as is practicable among employees having the ability to perform the available work. All overtime work shall be posted two (2) days in advance if possible.

When an employee is assigned to work a split-shift, that employee will receive an additional \$.50 per hour for all hours of the split-shift.

Employees called out to work at times other than their regularly assigned hours shall be paid a minimum of two (2) hours. Drivers who have a field trip or athletic trip that is cancelled 1 ½ hours before scheduled departure time will be paid a minimum of 2 hours.

Second shift employees shall be paid an additional \$.25 per hour for all hours required at their second shift position.

Events in the buildings will be scheduled through building use forms filled out 10 working days prior to the event. Forms filled out within ten working days of the event will need approval of the Administration and the Custodian on duty.

### **ARTICLE 26 – COMPENSATORY TIME**

At the employee's written request, the Board may grant compensatory time off in lieu of overtime payment. Any members taking compensatory time off in lieu of overtime payment shall have prior approval of such accrued time by his/her immediate supervisor.

Compensatory time shall be accrued and granted at time and one-half (1 1/2) for all overtime hours worked.

Compensatory time shall be taken within ninety (90) working days following the accrual of the compensatory time. A member may not accrue more than forty (40) hours of unused compensatory time. Members who have accrued unused compensatory time up to the forty (40) hour limit must be paid for the additional hours beyond forty (40).

Upon separation from employment, unused compensatory time will be paid at the rate in force at the time of accrual.

**ARTICLE 27 – TRAVEL ALLOWANCE**

Any employee required to use his own vehicle to service the Board shall be paid the IRS rate per mile for actual travel distance.

**ARTICLE 28 – HOLIDAYS**

All nine- and ten-month employees shall be paid for the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Day After Thanksgiving Day
8. Christmas Day
9. Presidents' Day (providing school is not in session)

All twelve-month employees shall be paid for the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day After Thanksgiving Day
9. Day Before Christmas Day
10. Christmas Day
11. Day Before New Year's Day
12. Presidents' Day (providing school is not in session)

Any employee required to perform work on a holiday shall be paid at the employee's straight time hourly rate for all hours actually worked on the holiday, in addition to receiving their regular pay for the holiday.

**ARTICLE 29 – VACATION**

All full-time, eleven- (11) and twelve- (12) month employees, after service of one (1) year with the Board of Education, shall be entitled, during each year thereafter, to the following vacation with pay:

Ten (10) days after one (1) year  
Fifteen (15) days after ten (10) years  
Sixteen (16) days after eleven (11) years  
Seventeen (17) days after twelve (12) years  
Eighteen (18) days after thirteen (13) years  
Nineteen (19) days after fourteen (14) years  
Twenty (20) days after fifteen (15) years  
Twenty-two (22) days after twenty (20) years

Employees may take accumulated vacation during the school year with the approval of their supervisor and the Superintendent.

Vacation choice shall be on the basis of seniority.

Employees may cash-in up to five (5) days vacation annually at their current daily rate.

Vacation will be pro-rated from date of hire to the July 1<sup>st</sup> following date of hire. This first period shall be considered the first year to qualify for vacation regardless of its duration. Vacation will then be applied (posted) each July 1<sup>st</sup> thereafter as per the vacation schedule. No employee shall suffer loss of vacation time as a result of this language.

### **ARTICLE 30 – RETIREMENT PAY**

- A. An employee may elect, at the time of retirement from active service with the Board and with ten (10) or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash for one-third (1/3) the value of his accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

The maximum payment which may be made under this provision shall be for one-third (1/3) of one hundred ninety-five (195) days (which equals sixty-five [65] days).

As used in this article, "retirement" means disability or service retirement under any state or municipal retirement system in this state.

The Board agrees to a cash payment of thirty-five hundred (\$3500). To be eligible for this provision, the employee must retire during the first year he/she becomes eligible for retirement by SERS standards. Employees who have previously become eligible will remain eligible through June 2008.

The employee shall be paid in two (2) payments; one (1) within forty-five (45) days from the date of proof of acceptance into the retirement system and one (1) by January 31<sup>st</sup> of the next tax year.

An employee who retires and is not eligible for the above payment will receive a thirty dollar (\$30.00) thank you bonus for every year of service accumulated with Sebring Schools at the date of retirement.

- B. **Retire/Rehire Provision:** A retiree is a person who has retirement status with SERS and is qualified for the vacancy to be filled. A vacancy may be filled by a qualified/retired applicant. The rehired retiree shall be placed at the zero step of the current salary schedule for that particular classification and will remain at that step for the duration of their employment. These employees will, however participate in general salary increases to that base rate. A retiree hired into an open vacancy will be given an initial one-year contract which is automatically non-renewal at year end, but may be renewed for succeeding years.

Current severance language does not apply to rehired retirees. Insurance benefits for rehired retirees shall be the same as for other bargaining unit employees. Seniority shall begin at the most recent date of hire. The employee's work schedule shall be established by the Superintendent.

### **ARTICLE 31 – DUES DEDUCTIONS**

The Employer agrees to deduct Union membership dues in accordance with this Article for all employees who have authorized such deductions in writing. A copy of the OAPSE Membership Application/Dues Deduction Authorization signed by a member shall be accepted by the Employer as a valid dues deduction authorization. Payroll deduction shall be continuous unless dues deduction authorization is withdrawn in a manner consistent with the withdrawal procedures set forth in the OAPSE Membership Application/Dues Deduction Authorization signed by the employee. OAPSE shall notify the Employer when the dues deduction authorization is properly withdrawn by the employee.

The Board will notify the Local Union President when a new employee is hired. The President or their designee will be given time to meet with the new employee to explain the role and benefits of the Union and present a Membership Application/Dues Deduction Authorization card.

The Treasurer of the Board shall deduct from the employees' pay all dues deductions. The Association shall forward to the Treasurer by September 1 each year the amount to be deducted for that year if changed from the previous year.

Deductions shall be made in eighteen (18) or twenty-six (26) equal installments beginning in October. The option of 26 equal installments is only available to those employees who receive 26 pays over the school year.

The Board Treasurer shall forward to the OAPSE Treasurer the amount of State dues/fee, along with a complete description by name and amount for each employee. A copy of this description shall be forwarded to the Local Treasurer. The Board Treasurer shall forward directly to the



Local Treasurer the amount deducted for the Local dues. This shall be done within ten (10) days following each deduction.

The Association shall defend and indemnify the Board of Education, and hold them harmless against any and all claims, demands, suits or other forms of liability including legal fees and expenses that may arise out of or by reason of the action taken by the Sebring Local School District Board of Education for the purposes of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointments of legal counsel for defense and indemnification purpose.

### **ARTICLE 32 – GENERAL PROVISIONS**

Wage increases as follows: July 1, 2020 – June 30, 2021: \$0.35

Field trips and athletic trips will receive a \$.0.25 increase in year one of the contract.

The Board shall provide to each present and new bargaining unit member an electronic copy of this agreement at no cost to the employee.

The Board agrees to pay the cost of all BCII and FBI checks for all bargaining unit employees.

The Board agrees to pay for the Commercial Drivers Test and licensing for each bus driver at each renewal date. Should a driver fail his/her examination, subsequent test fees will be the responsibility of the driver.

The Board agrees to pay test, licensing, and renewal fees for custodial personnel who currently possess a boiler license. Should a custodian fail his/her testing, subsequent test fees will be the responsibility of the employee.

Custodians will be scheduled by the building principal for events that normally require their services.

Longevity Stipend Adjustment – Any bargaining unit member holding a supplemental contract in the same position for 5 years but less than 10 years, shall receive a 3% increase on the posted supplemental stipend. Any bargaining unit member holding a supplemental contract for 10 years but less than 15 years shall receive a 6% increase on the posted supplemental contract. Any bargaining unit member holding a supplemental contract in the same position for 15 years or more shall receive a 9% increase on the posted supplemental stipend. The adjustment will be based on a satisfactory review of the employees job performance, and shall be retroactive to include credit for time served by current position holders.

Bargaining unit members shall have the right to vote on the school calendar.

The President of OAPSE Local #563 will be notified of all newly hired classified employees. He/she or their designee will be given one half hour (1/2) orientation time during their work day to meet with the new employees to give them a contract, advise them of Unions role in the school district, and to ask them to sign a membership application.

Employees covered under this agreement can sign one (1) guest into sporting events.

### **ARTICLE 33 – LAY-OFF AND RECALL**

If the Board determines it is necessary to reduce the number of employees in a job classification because of abolishment of position, financial reasons, lack of work, or any other reason set forth in O.R.C. §3319.172, the following procedures shall govern such lay-off:

- A. The number of persons affected by a reduction in force will be kept to a minimum insofar as practical by not employing replacements for employees who resign, retire, die or whose contracts are not renewed on the basis of performance.
- B. Whenever it is necessary to lay off employees for the reasons set forth above, employees shall be laid off in the order of seniority with the least senior employee laid off first. For the purpose of this article, “classification seniority” shall be defined as the uninterrupted length of continuous service in job classification. Authorized leaves of absence do not constitute an interruption in continuous service; however, time spent on an unpaid leave shall not be counted in computing seniority.
- C. The following classifications shall be used in the event of a lay-off:
  - Bus drivers
  - Cafeteria workers/Food Service Assistant
  - Cook
  - Custodial employees
  - Custodial-maintenance employees
  - Secretaries
  - Crossing Guard
- D. The Board shall determine in which classifications any layoff shall occur and the number of employees to be laid off. Employees on limited contracts shall be laid off before employees on continuing contracts.
- E. Employees who are laid off pursuant to this article shall be recalled in order of classification seniority to positions within the classification. Employees on continuing contract shall be reinstated before employees on limited contract.
- F. An employee who is laid off shall remain on the recall list for two (2) years unless he/she waives his/her recall rights in writing, resigns, fails to accept recall to a

position in his/her classification or fails to report to work within ten (10) working days after written notice or recall.

### **ARTICLE 34 – SENIORITY**

District seniority is defined as the length of continuous service as an employee of the Sebring Schools. Classification seniority shall be defined as the length of continuous employment in an employee's present job classification as computed from employee's most recent date of entry into the job classification.

When an employee is absent from work, either on a daily basis or for an extended period of time the following procedures shall prevail:

1. Regular employees within a classification will have the opportunity to fill in for another employee who is absent, by classification seniority before an outside substitute is called. Unless approved by the superintendent, no double-shifts or assignment of shifts resulting in an employee working in excess 8 hours per day or 40 hours per week shall be permitted.
2. If no one in the classification wants to fill in to the vacancy, regular employees outside a classification will have the opportunity to fill in for another employee who is absent, by district seniority and qualifications, before an outside substitute is called.

Outside substitutes will be called to fill vacancies after 1 and 2 have been followed.

The Administration shall make available to the Association a current seniority list of all bargaining unit employees, one each calendar year, by October 30<sup>th</sup>.

ARTICLE 35 - AGREEMENT

This AGREEMENT made and entered into this 30th day of June, 2017, by and between Sebring Local Schools Board of Education, hereinafter called the "Board," and OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES AFSCME/AFL-CIO, and its Chapter #563, hereinafter called the "Association," for and on behalf of the employees in the bargaining unit set forth in Article II of this Agreement.

ARTICLE 36 - DURATION

Contract to remain in full force and effect from July 1, 2020, until midnight June 30, 2021.

ARTICLE 37 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, AFSCME/AFL-  
CIO

By Debra Green  
President

By \_\_\_\_\_  
CHAPTER #563, OAPSE

By Loni Verosante  
Superintendent

By [Signature] OAPSE REP.

By [Signature]  
Treasurer

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**BUS DRIVER PAY SCALE**

<u>EXP LEVEL</u>	<u>HOURLY 2020/2021</u>
0	\$16.48
1	\$16.83
2	\$17.19
3	\$17.58
4	\$17.95
5	\$18.34
6	\$18.70
7	\$19.08
8	\$19.44
9	\$19.59
10	\$19.74
15	\$19.89
20	\$20.00
22	\$20.15
25	\$20.30

**FIELD TRIP RATE                    \$13.65**  
**ATHLETIC TRIP RATE                \$13.65**

**CROSSING GUARD PAY SCALE**

<u>EXP LEVEL</u>	<u>HOURLY 2020/2021</u>
0	\$14.28
1	\$14.42
2	\$14.58
3	\$14.73
9	\$14.88
10	\$15.03
15	\$15.18
20	\$15.33
22	\$15.48
25	\$15.63

**SCHOOL BUILDING SECRETARY 214 WORK DAY PAY SCALE**

<u>EXP LEVEL</u>	<u>HOURLY 2020/2021</u>	<u>YEARLY 2020/2021</u>
0	\$15.21	\$26,039.52
1	\$15.33	\$26,244.96
2	\$15.50	\$26,536.00
3	\$15.65	\$26,792.80
4	\$15.78	\$27,015.36
5	\$15.93	\$27,272.16
6	\$16.10	\$27,563.20
7	\$16.25	\$27,820.00
8	\$16.39	\$29,059.68
9	\$16.54	\$28,316.48
10	\$16.68	\$28,556.16
15	\$17.05	\$29,189.60
20	\$17.18	\$29,412.16
22	\$17.33	\$29,668.96
25	\$17.48	\$29,925.76

**CUSTODIAN PAY SCALE**

<u>EXP LEVEL</u>	<u>HOURLY</u> <u>2020/2021</u>	<u>YEARLY</u> <u>2020/2021</u>
0	\$15.58	\$32,406.40
1	\$15.76	\$32,780.80
2	\$16.06	\$33,404.80
3	\$16.41	\$34,132.80
4	\$16.57	\$34,465.60
5	\$16.83	\$35,006.40
6	\$17.00	\$35,360.00
7	\$17.20	\$35,776.00
8	\$17.39	\$36,171.20
9	\$17.58	\$36,566.40
10	\$17.76	\$36,940.80
15	\$18.13	\$37,710.40
20	\$18.27	\$38,001.60
22	\$18.42	\$38,313.60
25	\$18.57	\$38,625.60

**Second shift to receive \$0.25 shift differential**

**CUSTODIAL-MAINTENANCE PAY SCALE**

<u>EXP LEVEL</u>	<u>HOURLY</u> <u>2020/2021</u>	<u>YEARLY</u> <u>2020/2021</u>
0	\$15.88	\$33,030.40
1	\$16.13	\$33,550.40
2	\$16.38	\$34,070.40
3	\$16.63	\$34,590.40
4	\$16.87	\$35,089.60
5	\$17.14	\$35,651.20
6	\$17.38	\$36,150.40
7	\$17.57	\$36,545.60
8	\$17.75	\$36,920.00
9	\$17.94	\$37,315.20
10	\$18.12	\$37,689.60
15	\$18.50	\$38,480.00
20	\$18.63	\$38,750.40
22	\$18.78	\$39,062.40
25	\$18.93	\$39,374.40

**Head custodian shall receive a \$0.60 per hour stipend.**

**The Board shall employ a minimum of one (1) custodial-maintenance person per building.**

**Employees hired before July 1, 2011 who currently hold a boiler license shall be paid an additional \$0.20 per hour.**

**COOKS PAY SCALE**

<u>EXP LEVEL</u>	<u>HOURLY 2020/2021</u>	<u>YEARLY 2020/2021</u>
0	\$13.63	\$20,608.56
1	\$13.83	\$20,910.96
2	\$13.99	\$21,152.88
3	\$14.19	\$21,455.28
4	\$14.39	\$21,757.68
5	\$14.56	\$22,014.72
6	\$14.75	\$22,302.00
7	\$14.93	\$22,574.16
8	\$15.13	\$22,876.56
9	\$15.28	\$23,103.36
10	\$15.43	\$23,330.16
15	\$15.58	\$23,556.96
20	\$15.73	\$23,783.76
22	\$15.88	\$24,010.56
25	\$16.03	\$24,237.36

**FOOD SERVICE ASSISTANT PAY SCALE**

<u>EXP LEVEL</u>	<u>HOURLY 2020/2021</u>
0	\$13.13
1	\$13.32
2	\$13.50
3	\$13.68
4	\$13.88
5	\$14.07
6	\$14.24
7	\$14.44
8	\$14.63
9	\$14.78
10	\$14.93
15	\$15.08
20	\$15.23
22	\$15.38
25	\$15.53