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# **NEGOTIATIONS AGREEMENT**

**BETWEEN THE**  
**BOARD OF EDUCATION**  
**OF THE**  
**LaBRAE LOCAL SCHOOL DISTRICT**  
**AND**  
**OAPSE LOCAL 278**

**JULY 1, 2021 to JUNE 30, 2022**

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**ARTICLE I  
RECOGNITION**

**A. COVERAGE**

The administration recognizes the Ohio Association of Public School Employees and Local 278, as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and conditions of employment for the following job classifications:

Operations - Classification Series

1. Maintenance
2. Head Custodians
3. Custodians
4. General Laborer

Transportation - Classification Series

1. Mechanic
2. Assistant Mechanic
3. Drivers

Food Service - Classification Series

1. Head Cooks
2. Cooks

Secretarial - Classification Series

1. Secretary to Principal
2. Secretaries

Aides - Classification Series

1. Educational Aides
2. Library Aides

**B. EXCLUSIONS**

The bargaining unit shall not include:

- a. Cafeteria Supervisor
- b. Secretary to Superintendent
- c. Supervisor of Buildings and Grounds and Transportation
- d. Assistant to the Treasurer
- e. Secretary to the Treasurer

**C. TERM OF RECOGNITION**

The Administration recognizes the Ohio Association of Public School Employees and Local 278 for the term of the Agreement.

**D. DISPUTED EXCLUSIONS**

Any difference which shall arise between the Administration and the Union as to whether or not a newly created position is or is not included within the bargaining unit shall be handled by the grievance procedure.

**ARTICLE II  
NEGOTIATIONS**

**A. SUBMISSION OF ISSUES**

A.1 Issues proposed for negotiations shall be submitted by the employer to the Association and by the Association to the employer no sooner than ninety (90) days prior to the expiration of this Agreement.

**B. NEGOTIATION TEAM**

B.1 The employer and the Association shall be represented at all negotiation sessions by a committee of negotiators, absolutely not to exceed six (6) persons on a committee. Neither party shall have any control over the selection of the members of the negotiating committee of the other party. All negotiations shall be conducted exclusively between said committees. In addition to said committees, each party shall be authorized to admit not more than one (1) observer to each meeting. Observers shall be without the right to speak or otherwise comment to either party.

B.2 In addition to said observers, each committee shall be authorized to admit one (1) consultant to each meeting. Consultants may converse with the members of their committee. Each committee may call upon the consultant to present its case. No more than one (1) consultant may address the negotiations committees at one time. The cost of such consultants shall be borne by the party requesting them.

**C. NEGOTIATION PROCESS AND OUTCOMES**

C.1 The Administration and the Association agree to bargain collectively, to meet at reasonable times and confer in good faith with respect to wages, hours, and conditions of employment to reach an Agreement. This Agreement shall not become final and binding until ratified and executed by the Administration and Association pursuant to Article II, Section C.

C.2 When consensus is reached on those matters being negotiated, the Agreement shall be reduced to writing and shall be submitted for ratification by the Association within twenty (20) working days of reaching such Agreement. Upon Association ratification and formal

adoption by the Board of Education at its next regular meeting, the Agreement shall then operate as the contract between the parties for the effective contractually stated period.

- C.3 If, after negotiations have commenced, either party believes that such proceedings have reached an unproductive point, then they may declare impasse. Both parties shall jointly request the services of the Federal Mediation and Conciliation Service.
- C.4 The assigned mediator will set meetings and conduct such meetings with both parties present. The mediator will attempt to reach a settlement on unresolved issues only.
- C.5 The mediator's recommendation will be advisory in nature and non-binding upon either party. This shall be mutually agreed upon impasse procedures.

### **ARTICLE III ASSOCIATION SECURITY**

#### **A. ASSOCIATION DUES/SERVICE FEES**

- A.1 These deductions shall be the exclusive right conferred upon OAPSE as the recognized representative of the personnel as defined in Recognition contained herein.
- A.2 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. Revocations shall be per the employee(s) Membership Application/Dues Deduction Authorization card. OAPSE shall notify the Employer when the dues deduction authorization is properly withdrawn by the employee. The Board agrees to deduct OAPSE State 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 employees' 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.
  - A.2.1 All monies deducted, and a report of all deductions, shall be provided by the LaBrae Board of Education Treasurer to the State OAPSE treasurer.
  - A.2.2 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.
  - A.2.3 OAPSE hereby agrees to hold the Board harmless from any and all liabilities or litigation which may arise from the performance of its obligations under this Dues Deduction article and shall indemnify the Board for any such liabilities or damage that may arise.
- A.3 As provided for in a written authorization, the Board shall deduct from the wages of a member of the bargaining unit who is also a member of the Union PEOPLE (Public Employees Organized to Promote Legislative Equality). This authorization shall be the proper

enrollment forms(s) completed and signed by the employee and it may be revoked by the employee at any time by giving written notice to both the Treasurer and the Union of revocation. The Treasurer shall remit monthly deductions made pursuant 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. Deductions shall be made each pay period.

**B. CONTRACT EXCLUSIVITY**

B.1 The employer agrees not to enter into any agreement or contract with employees covered by the terms of this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

**ARTICLE IV  
DISPUTES/SETTLEMENTS**

**A. GRIEVANCE PROCEDURE**

A.1 DEFINITIONS:

A.1.1 A GRIEVANCE is a complaint involving the alleged violation, misrepresentation or misapplication of the negotiated agreement between the Association and the Board of Education. The grievance form agreed to by the parties shall include a space to cite the Article/Section alleged to have been violated.

A.1.2 A GRIEVANT is an employee or group of employees, in the bargaining unit, alleging a violation, misrepresentation or misapplication of the negotiated agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting all members of said group identically.

A.1.3 A DAY shall be defined as a calendar day, excluding holidays. All time limits shall be considered maximum, unless extended by mutual agreement. Failure of the grievant or the Association to observe such time limits shall void the grievance.

A.1.4 REPRESENTATION - Employees may only be represented by OAPSE at the appropriate steps of the grievance procedure.

A.2 Step 1:

A.2.1 Within ten (10) days from the date of the event giving rise to a grievance, the grievant shall request an informal meeting with his/her supervisor for the purpose of resolving the matter. Supervisors shall be as follows:

- Aides ----- Building Principal
- Bus Drivers ----- Supervisor of Bldgs., Grounds & Transportation
- Food Service ----- Cafeteria Supervisor
- Operations ----- Supervisor of Bldgs., Grounds & Transportation  
(Head Custodians, Custodians, Transportation & General Labor)

Mechanics ----- Supervisor of Bldgs., Grounds& Transportation  
Secretarial ----- Building Principal

- A.2.2 The grievant shall indicate that the discussion will pertain to a possible grievance. This may be done in writing. If the grievant fails to request such meeting within ten (10) days after he/she knew or should have known of the act or condition on which the grievance is based, the grievance shall be considered waived. Neither party shall be allowed representation at such informal discussions.
- A.3 Step 2:
- A.3.1 If the grievance is not resolved in Step 1, the grievant shall, within seven (7) days of the Step 1 meeting, present his/her supervisor with a written explanation of the grievance, citing the specific section of the Contract that has been violated and the relief sought.
- A.3.2 Within seven (7) days of the receipt of such claim, the supervisor shall indicate his/her disposition of the grievance in written form, with copies sent to the Grievant, the Superintendent and to the local OAPSE President.
- A.4 Step 3:
- A.4.1 If the grievant is not satisfied with the written disposition of the supervisor, he/she shall, within seven (7) days of receipt of the disposition, send a written request for a hearing before the Superintendent or designee. In addition to the request, the grievant shall include a copy of the grievance. A copy of the request and the grievance shall be sent to the President of the Board of Education. The hearing will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent or designee will render a decision on the grievance within seven (7) days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the supervisor, the President of the Board of Education and the local President of OAPSE.
- A.5 Step 4:
- A.5.1 If the grievant is not satisfied with the Superintendent's or designee's decision, he/she may appeal to the Board of Education. The written notice of appeal shall be filed with the Treasurer of the Board of Education not later than seven (7) days after the receipt of the Superintendent's decision. Included in the grievant's appeal will be a copy of the grievance. Providing the appeal has been timely filed, the Board of Education will meet with the grievant at the next scheduled Board meeting. After considering the grievance, the Board of Education will issue a decision within seven (7) days to the grievant, the Superintendent, the principal supervisor and to the local OAPSE President. The local OAPSE President shall, within ten (10) days, notify the Superintendent of the request to utilize the arbitration process or the matter will be considered resolved by the terms of the Board of Education decision.



- A.5.2 OAPSE and the local Superintendent, on behalf of the Board, shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The selection of the arbitrator shall be in accordance with the rules of FMCS. The decision of the arbitrator shall be binding. The costs of using FMCS and the arbitrator shall be paid by the losing party.
- A.5.3 The arbitrator shall not have the authority to add to, subtract from, change or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
- A.5.4 The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

**B. REPRISAL PROTECTION**

- B.1 No reprisal shall be taken by or against any participant involved in the processing of a grievance.

**C. LABOR-MANAGEMENT COMMITTEE**

- C.1 The labor-management committee shall consist of not more than five (5) bargaining unit members and not more than five (5) representatives of the Administration/Board. This committee shall be utilized to improve communications, discuss safety concerns, to further develop a positive working relationship between labor and management and to deal with concerns or grievance handling shall not be a function of this committee; however, clarification of the existing Agreement and the grievance process may be a function of this committee by mutual agreement.
- C.2 If a situation or problem arises which needs to be discussed, either the Administrator or the Association may request a meeting. Said meeting shall be held at a time and a place agreed upon by both parties. In any event, such meetings shall not be held more than once per month.
- C.3. An agenda shall be established by the Superintendent and OAPSE Local President before any such committee meeting is commenced.
- C.4 Any resulting clarification shall be for a specific problem and shall not prejudice either party's position on any specific section of this Agreement.

**ARTICLE V  
SENIORITY**

**A. SENIORITY DEFINED**

- A.1 System seniority is defined as continuous service in the district and shall be determined first by reference to the date of the Board action at which the employee was employed under a regular contract. Employment as a substitute shall not be considered. If two employees were employed at the same meeting, seniority shall be determined based upon the effective start date of employment.
- A.2 Job classification seniority is defined as continuous service in a particular job classification as computed from the employee's date of entry into such job classification.
- A.3 Interruption by military service shall be counted in computing seniority.
- A.4 Interruption by a leave of absence shall not be counted in computing seniority.
- A.5 Only a bargaining unit member's regular employment under one's contracted bargaining unit position counts toward seniority accrual. Employment as an extra, casual or substitute employee will not count toward seniority accrual in the classification where the work is performed.
- A.6 Ties in seniority among two employees will be determined by the flip of the coin, which shall be conducted by the Superintendent in the presence of both employees and a union representative.
- A.7 The administration will provide a seniority list of all bargaining unit employees upon the request of the Local 278 President.

**ARTICLE VI  
VACANCY POSTING & BIDDING SYSTEM**

**A. VACANCY NOTICES**

- A.1 All buildings owned, operated or staffed by the LaBrae Local School District shall be posted with "vacancy notices" in an open area accessible to all employees' check-in building. When a vacancy which the Board decides to fill occurs due to retirement, death, promotion or creation of a new position, a "vacancy notice" shall be posted within five (5) working days, for five (5) work days. Employees going on vacation shall fill out a form at the Treasurer's office (original to Treasurer with copies to employee, Superintendent, Local President) if they wish to bid on a vacancy while on vacation.
- A.2 No vacancy or new positions within the bargaining unit will be filled by hire, transfer or promotion, until such vacancy has been posted for a period of five (5) work days and present employees have the opportunity to apply for such positions, in accordance with Article VI.
- A.3 "Vacancy notices" posted during the summer shall be sent to all employees.

## **B. SENIORITY BIDDING**

- B.1 Vacant bus routes shall be bid in December to be effective after Christmas break for any open routes and other vacancies that may occur due to this bidding. The sub driver hired to replace the driver vacating the position shall be employed as a contracted employee within forty-five (45) days.
- B.2 Vacant bus routes shall be bid in the summer to be effective for the following school year for any open routes and other vacancies that may occur due to this bidding. In the summer months, vacancy notices shall be sent to all employees along with their paychecks. The sub driver hired to replace the driver vacating the position shall be employed as a contracted employee within forty-five (45) days.
- B.3 Employees desiring the position shall submit their bid to the Administration within the five (5) workday posting mentioned above. The "vacancy notice" shall contain a description of duties, salary range, shift times and work location(s).
- B.4 The bid shall be awarded to the employee currently contracted in the classification who has the greatest classification seniority, if qualified, from among those employees who submit their bid. If no employee from the classification bids the job, present employees will be considered for the position before outside applicants. For vacancies in the Secretarial Classification and the maintenance position, the determination of qualifications shall rest with the Board of Education and will be based on objective job-related criteria, insofar as possible, which can be articulated. In any grievance or arbitration relative to this specific Secretarial/Maintenance provision, the Union will have to prove arbitrary action on the part of the Board. Seniority, qualifications and job performance in his/her current position will be considered. Bids awarded, as per sentence one, shall be awarded no later than the next regular Board of Education meeting.
- B.5 All promotional appointments shall serve a probationary period of ninety (90) days in pay status and no appointment shall be final until the appointee has satisfactorily served his probationary period. A promoted employee, during the first thirty (30) days of the probationary period, shall be entitled to voluntarily resign the promotional position and be reassigned to his/her former position. The employee shall retain seniority in the former position (to which he/she has returned). The Board may use a substitute employee during this thirty (30) day period. Promoted employees shall, if a problem arises, be evaluated after thirty (30) days and again after sixty (60) days. These evaluations shall be conducted by the employer. The employee and the administrator performing the evaluation shall be present. The employee shall be entitled to have two (2) additional Union representatives present at this evaluation meeting. The employer shall be entitled to have two (2) additional administrators present, in addition to the administrator who performed the evaluation. The employee shall be entitled to have Union representation present at these evaluation meetings.
- B.6 The employee shall be provided with specific written examples of when and how his/her performance did not meet the requirements of the position. In addition, the employee shall be provided with specific written recommendation(s) in order to raise his/her performance

to job standards.

- B.7 If the Administration determines that an employee's probationary period is unsatisfactory and if employed by the LaBrae Local School District at the commencement of the probationary period, he/she shall be reassigned to his/her former position at the salary earned prior to the probationary period. The employee shall retain seniority in the former position to which he/she has returned. The return of a promotional appointment to his former position shall not be subject to the grievance procedure unless the employee had not previously been informed of problems with his performance.
- B.8 Government program employees, seasonal, substitute or casual employees are not regular employees and shall not accumulate seniority.

**C. RETURN RIGHTS**

- C.1 A vacancy for which an employee has "return rights" (sick leave, leave of absence, etc.) shall be offered to the qualified employee with the most seniority within the classification, in each building. Should all qualified persons decline, the supervisor shall retain the right to fill the position with the least senior qualified classification employee in the building.
- C.2 Should this vacancy exceed six (6) months, the job shall be posted as per Article VI, Section A. The successful bidder for this temporary vacancy, of which the original stakeholder has return rights, cannot leave the position that was successfully bid upon, unless via a successful bid on a vacancy of another bargaining unit position. When the employee with "return rights" returns to his/her position, the person holding the position shall return to his/her former position. The person hired to work in the (remaining) vacant position created by this provision shall not be considered to be a bargaining unit employee, and shall not be covered by this agreement.

**D. MISCELLANEOUS**

- D.1 Bargaining unit members who successfully bid on another bargaining unit position outside of their current classification, shall start at step one of the current negotiated salary schedule. Bargaining unit members who successfully bid on a bargaining unit position within their current classification, shall not suffer any loss of seniority on the salary schedule from their present standing.
- D.2 For new employees with experience, a maximum of two (2) years experience may be granted for newly hired employees with experience in the particular department for which he/she is an applicant. However, should a newly created position require an employee with exceptional or technical qualifications, the Board may grant up to five (5) years of experience on the salary schedule.
- D.3 Start times for cafeteria employees shall be established by the Cafeteria Supervisor at the beginning of the school year.

**ARTICLE VII  
LEAVES**

**A. SICK LEAVE**

- A.1 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 (1-1/4) days per month.
- A.2 Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness in the employee's immediate family. Immediate family is defined for this and all other leave clauses as follows: mother, father, brother, sister, son, daughter, step-parent, foster or step-child, grandparents, the corresponding-in-laws, spouse or person with whom employee makes his/her home.  
  
Sick days accumulate to a maximum of 480 days.
- A.3 Any accumulated sick leave of a person separated from any other public service shall be transferable.
- A.4 Employees who render part-time, seasonal, intermittent, per diem or hourly service shall be entitled to sick leave for time actually worked.
- A.5 Bargaining unit members shall apply for leave via the human resources software utilized by the District, prior to the absence qualifying for sick leave, when applicable, or within 72 hours of their return to work.
- A.6 In the event an employee remains on sick leave to the point of exhausting all sick leave accumulation and is unable to return to work as the result of his/her physical condition shall be granted a continuation of hospitalization coverage at Board expense, provided that such employee makes application to S.E.R.S. for disability retirement benefits. Such coverage shall be continued for a maximum of three (3) months. Subsequent continuation shall be subject to Board approval.
- A.7 After an employee misses six (6) sick leave instances annually without a doctor's excuse, the employee shall be required to submit a doctor's excuse for each additional sick leave instance. Such excuse shall be given to the Treasurer's office upon the employee's return to work.
- A.8 If a nine (9) or ten (10) month employee moves to a twelve month position, sick time shall be granted as follows:  
  
Two hour employees----- 25% of accrued days  
More than 2 hour - Up to 4 hour employee----- 50% of accrued days  
More than 4 hour - Up to 6 hour employee----- 75% of accrued days
- A.9 To utilize sick leave for absence due to illness in the employee's immediate family, the

absence must be to provide care for the ill member of the employee's immediate family, but does not include merely chauffeuring or running errands for family members who have some disability or illness.

- A.10 Bargaining unit members are permitted to use one sick day per contract year to attend the funeral of an aunt or uncle. An obituary notice must be submitted to the treasurer's office, or attached to the electronic leave request.

**B. PERSONAL LEAVE**

- B.1 An employee as defined in Article I shall be entitled to three (3) days personal leave per contract year. Requests for personal leave shall be made in writing through the immediate supervisor to the Superintendent 48 hours prior to the requested use, and shall include the reason for the request.
- B.2 Personal leave cannot be taken the day before or after a weekday in which school is not scheduled, holiday, recess or vacation to include Thanksgiving, Christmas, spring or summer vacation. Employees may use personal leave on the Parent/Teacher Conference day when school is not in session, but may not extend this beyond the day in which school is not in session. Personal leave days cannot be used to extend a school scheduled vacation. Should an emergency arise, such days may be granted by the Superintendent.
- B.3 Unused personal days shall be converted to sick leave on June 30 of each year.

**C. MEDICAL LEAVE**

- C.1 Bargaining unit employees shall be granted leave for illness or disability for a period of not more than two (2) years.
- C.2 An employee whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of his paid sick leave, shall be granted a leave of absence without pay by the Board, for the duration of the illness, not to exceed two (2) continuous years. Request for such leave extension shall be made in writing to the Superintendent and the President of the Board of Education. An employee granted such unpaid leave extension shall not be eligible for fringe benefits or accrue retirement, vacation, sick leave or seniority during the period of such leave, except as otherwise provided by State Law. If the employee does not return to work upon the expiration of his unpaid leave extension, he shall be terminated.
- C.3 Upon return to service at the expiration of a leave of absence, the employee shall resume the contract status which he held prior to such leave (R.C. 3319.081). A medical statement shall be required prior to the resumption of employment.

**D. MATERNITY LEAVE**

- D.1 The paid portion of maternity leave is only for the period of time in which the employee, herself, is physically disabled and only to the extent that such employee has sick leave days accumulated. Paid sick leave time will not be granted for the time the employee is involved in child care.

- D.2 A leave of absence shall be granted for maternity purposes to female employees of the School District on the following basis:
- D.2.1 Notify the Superintendent's office as soon as the employee has been assured by her physician that she is pregnant. A statement from her physician, providing an estimate of the delivery date and an evaluation of the employee's physical ability to continue to perform the responsibilities of her position, will be provided as soon as possible.
  - D.2.2 The employee must notify the Superintendent's office, in writing, not later than the end of the sixth (6<sup>th</sup>) month of her pregnancy, of the date she wishes to commence her leave of absence or sick leave. Such notice must include a written statement from her physician attesting the date she cannot continue to perform her full schedule of responsibilities. She shall be permitted to continue on active duty until such date.
  - D.2.3 The employee may elect to utilize her accumulated sick leave during her period of disability. Sick leave will be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of days accumulated.
  - D.2.4 The leave of absence shall be granted for up to the remainder of the school year. Upon request, the employee will be granted additional leave for any portion of the following school year provided she notifies the Superintendent of the period of time requested by August 10. The Board will expect confirmation of the employee's intent to return at the end of the leave. If the employee fails to return at the end of her leave, she shall be deemed to have resigned. The Board may grant, upon request, an additional one (1) year leave of absence under certain unforeseen circumstances.
  - D.2.5 Upon her return, she will be placed in the same or similar position for which she is qualified. All benefits shall be reinstated upon her return. She shall not advance in increment unless she has worked at least 120 days of the current school year in which her leave commenced.

**E. JURY DUTY AND SUBPOENA**

- E.1 An employee required to serve as juror shall receive his regular wages less any compensation received as a juror. Satisfactory evidence of serving as a juror must be presented to qualify for payment. Similar make-up pay shall be granted to an employee who loses time from work because of his appearance in court pursuant to proper subpoena, except when he is either a plaintiff, defendant or other party to a personal court proceeding.

**F. MILITARY LEAVE**

- F.1 An employee serving in the Armed Forces shall be reinstated following his separation from the service in accordance with the applicable Federal and State statutes.

**G. ANNUAL MILITARY RESERVE LEAVE**

G.1 An employee shall be granted a leave of absence, with pay, not to exceed twenty-two (22) work days per calendar year, as prescribed by State Law, to attend annual reserve military training.

**H. INSTRUCTIONAL LEAVE**

H.1 Classified staff members (2) appointed by the Local and Administration, may be granted leave with pay up to three (3) days per year, non-cumulative, to attend a convention or meeting for the purpose of improving job performance. The Board will pay the following:

H.1.1 All applicable transportation expenses will be reimbursed at the Internal Revenue Service mileage rate in effect January 1<sup>st</sup>.

H.1.2 Room accommodations

H.1.3 \$25.00 per person, per day, for meals.

H.1.4 All expenses must be documented by receipts to the Treasurer for actual expenses incurred under H.1.2 and H.1.3.

H.1.5 Work seminar expenses are the responsibility of the Board of Education.

**I. DELEGATE LEAVE**

I.1 Two (2) duly elected delegates, as certified by the President of OAPSE Local 278, shall be granted a maximum of four (4) days off, with pay, per year, non-cumulative, to attend OAPSE conferences and meetings, provided the administration is notified in writing, at least one (1) month prior to the date of meeting. All expenses incurred at such meetings are the responsibility of OAPSE. Delegates on leave shall produce documented proof of attendance to the Administration.

**J. PROFESSIONAL LEAVE**

J.1 Upon written request, the Board of Education may grant a leave of absence for not more than two (2) consecutive years for educational, professional or other purposes.

**K. ASSAULT LEAVE**

K.1 The Board of Education will grant assault leave of up to a maximum of ten (10) days per year, non-cumulative, to an employee who is absent due to physical disability from a physical attack.

K.2 The granting of assault leave is subject to the following limitations:

K.2.1 The physical attack must occur on school property or at a school-sponsored



activity.

**Physical Attack:** The intentional and unlawful touching of an employee of the Board of Education so as to cause actual physical disability. Physical attack does not include the intentional or negligent infliction of emotional harm to an employee of the Board of Education.

**Physical Disability:** The substantial and material impairment of the employee's ability to perform any substantial part of his ordinary duties. Physical disability does not include the mental impairment of the employee's ability to perform his ordinary duties. In all cases, the Board of Education shall determine whether the employee has suffered a substantial and material impairment of his ability to perform any substantial part of his ordinary duties.

- K.2.2 If the attack occurs at other than the above places, it must be related directly to an action or decision made by the employee in the course of performing Board of Education or Administrator assigned duties.
- K.2.3 An employee claiming assault leave must make application on Board of Education forms and provide written statement of the circumstances of the assault.
- K.2.4 A physician designated by the Board of Education must certify the existence of a disability that requires absence from duty.
- K.2.5 All earnings paid to an employee under an authorized assault leave shall be in lieu of lost time benefits payable under Workers' Compensation Insurance.
- K.3 Assault leave granted under rules adopted by the Board of Education shall not be charged against sick leave earned under Section 3319.141 of the Revised Code or leave granted under rules adopted by the Board of Education pursuant to Section 3319.08 of the Revised Code.

#### **L. INSURANCE PREMIUMS**

- L.1 Any employee, while on any one of the above leaves, will be able to continue in the insurance programs as long as he/she pays the premiums (*e.g.* Dental, Hospitalization and Major Medical, Vision and Prescription Drug). This item is in effect as long as the insuring company permits these individual payments to be made.

#### **M. BEREAVEMENT LEAVE**

- M.1 Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. An employee will be granted a maximum of 3 bereavement leave days per contract year. Immediate family is defined as follows: mother, father, brother, sister, son, daughter, step-parent, foster or step-child, grandparents, grandchild, the corresponding-in-laws, spouse or person with whom employee makes his/her home. An obituary notice may be required. Falsification shall be grounds for discipline.

**N. SHORT-TERM LEAVE OF ABSENCE**

- N.1 A short term leave of absence is any absence from the work place not covered in the leave portion (Article VII) of the negotiated agreement. Specifically, sick, personal, medical, maternity, jury duty and subpoena, military, military reserve leave, instructional delegate, professional, assault and bereavement leave.
- N.2 All unpaid leave of absence requests must be presented in writing, citing reasons for the leave, to the supervisor for BOE consideration thirty (30) days prior to the regular monthly BOE meeting.
- N.3 If the leave is not an extension of the leaves listed herein (Article VII), the District Superintendent may consider the requested leave of absence in an emergency or special situation.
- N.4 All short term leaves of absence shall be without compensation. Salary/wage deduction shall be the daily rate (annual salary divided by the employee's annual number of contract days of the employee multiplied by the number of days of absence). Employees shall be financially responsible for all health care benefit premiums during the leave.
- N.5 Failure to obtain approval prior to taking an unpaid leave of absence shall be grounds for disciplinary action.

**O. FAMILY MEDICAL LEAVE OF ABSENCE**

- O.1 A bargaining unit member shall have the right to apply for, and be granted, family and medical leave in accordance with 29 U.S.C. §2601 et. seq.

**P. MISCELLANEOUS**

- P.1 When an employee intends to use available leave, as identified herein, they must notify their immediate supervisor. Bargaining unit members shall apply for leave, as applicable, and under the guidelines governing said leave, via the human resources software utilized by the District.
- P.2 Falsification of any leaves under Article VII may be grounds for discipline.

**ARTICLE VIII  
FRINGE BENEFITS**

**A. INSURANCE**

- A.1 Life insurance for full-time employees shall be \$50,000.00. For employees working four (4) hours or less, life insurance shall be \$25,000.00.
  - A.1.1 Life insurance benefits for members of the bargaining unit reduce by 50% upon the

70<sup>th</sup> birthday of the bargaining unit member. Life insurance benefits terminate on the date the employee retires.

A.2 Hospitalization and Major Medical (which includes prescription drug benefits), Dental and Vision benefits to eligible bargaining unit members will be available through the health plan options provided through the Trumbull County Schools Employees Insurance Consortium (hereinafter “Consortium”) in the following manner. Note: At the time of ratification of the agreement effective July 1, 2018, all members enrolled in PPO-1 will remain enrolled in PPO-1 through December 31, 2018 under the terms and conditions of the bargaining unit’s negotiated agreement dated July 1, 2014 through June 30, 2017, and the successor MOU dated February 13, 2017. Current members eligible for PPO-1, but not enrolled on June 30, 2018, who choose to enroll during the annual open enrollment period, are excluded from enrolling in PPO-1, and must choose between PPO-2, PPO-3 or PPO-4. Members enrolled in PPO-1 as of June 30, 2018 will transition to either PPO-2, PPO-3 or PPO-4 effective January 1, 2019 and contribute at the cost sharing rates identified in Article VIII, Section A.2.1. No later than January 31, 2019 the Board shall pay in a stipend to all PPO-1 enrollees as of June 30, 2018 making the transition to PPO-2, the difference in the applicable deductible. This differential stipend will only be paid for the 2019 calendar year.

A.2.1 Bargaining unit members may choose between PPO-2, PPO-3, or PPO-4 offered by the Consortium. The insurance benefit plans will be available according to the following shared payment scale:

	<b>Board Pays</b>	<b>Individual Pays</b>
8, 7.5 or 7 hour employees-----	90%	10%
6.5 hour employees-----	88%	12%
6 hour employees-----	85%	15%
5 & 5.5 hour employees-----	78%	22%
4.5 hour employees-----	65%	35%
4 hour employees-----	60%	40%
Less than 4 hour employees-----	N/A	N/A

A.2.2 Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse’s employer, which cost the spouse less than \$100.00 per month for single coverage. Note: From July 1, 2018 through December 31, 2019, the threshold is \$100.00 per month for available single coverage. Effective January 1, 2020, the Consortium approved monthly premium threshold for available single coverage, and thus spousal exclusion, increases to \$250. If such coverage is available, the eligible bargaining unit member’s spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge. When a bargaining unit member, or their spouse, is enrolled in an HSA, any coordination of benefits is prohibited by law.

A.2.3 Eligible bargaining unit members who have a spouse who is both employed and eligible for coverage with another Consortium member district shall either each

obtain a single coverage policy from their respective districts or may select family coverage from the district where the employee with the earliest birth date in the year is employed (*i.e.*, the birthday rule). Neither spouse is eligible to participate in the “opt-out” provision listed below.

- A.3 Premium holidays shall be defined as the month(s) when the Consortium does not require member districts to remit insurance premium payments. When said “premium holidays” are declared by the Consortium, there will be no insurance premium payroll deductions required of bargaining unit members.

## **B. HOSPITALIZATION**

- B.1 The Board will provide hospitalization insurance to eligible bargaining unit members according to the payment schedules above through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter “Consortium”) in the following manner:

- B.1.1 Bargaining unit members will choose from the PPO plans offered by the Consortium, excluding PPO-1, and will pay their percentage contribution as set forth in the above section by payroll deduction unless they choose PPO-3 or PPO-4, which does not require a premium contribution. Short hour employees {members contracted for less than seven (7) hours} choosing to enroll in PPO-3 or PPO-4 are required to contribute to their monthly premium at the prorated rates noted in Article VIII, Section A. Eligible bargaining unit members choosing PPO-3 or PPO-4, may subsequently change to PPO-2 only during the annual open enrollment period, or in response to a major change recognized by the insurance carrier as a qualifying event, such as the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay their required percentage according to the previous section by payroll deduction.

- B.2 Any bargaining unit member choosing to enroll in PPO-4, will do so during the District’s annual open enrollment with a plan effective date of January 1<sup>st</sup>.

- B.2.1 For bargaining unit members choosing to enroll in PPO-4, a High Deductible Health Plan, hereafter HDHP, coupled with a Health Savings Account, or HSA, the Board will contribute an agreed upon dollar amount of the applicable deductible, single or family, to the bargaining unit member’s HSA in the first calendar year. Should the bargaining unit member choose to enroll in the HDHP for a second year during an open enrollment election period, the member is required to be enrolled for a third year.

- B.2.2 For bargaining unit members choosing to enroll in PPO-4, a HDHP, the Board will contribute the following amounts at the beginning of the annual benefit period.

- B.2.2.1 First Annual Contribution: 60% of applicable deductible, single or family.

- Second Annual Contribution: 50% of applicable deductible, single or family.

The Board will not make contributions to a member's HSA after contributing its 50% share of the deductible in the second year of enrollment in the HDHP.

B.2.2.2 For new members employed at the beginning of the school year, the Board will contribute a prorated annual contribution of the applicable deductible at the 60% contribution rate (September 1st through December 31st).

B.2.2.3 For new members employed after January 1<sup>st</sup>, the Board will contribute a prorated annual contribution of the applicable deductible at the 60% contribution rate, and this contribution shall count as the first of two annual contributions should the member remain enrolled in the HDHP.

B.3 Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to the maximum permitted by law. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. All administrative costs of the Section 125 Plan shall be paid by the Board. Election for this Plan can be made only once per year.

B.4 Eligible bargaining unit members selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO Plans of the Consortium.

B.5 Prior to undergoing any elective surgery, a second physician's opinion, by a doctor certified in treating the condition necessitating the surgery, must first be obtained. The cost of this opinion will be paid by the insurance company.

B.6 Hospitalization Utilization Review

Specifics of this provision shall be provided to all bargaining unit employees at least thirty (30) days before this provision is implemented.

B.7 If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing assessment questionnaires and/or participate in routine testing. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

B.8 All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.

B.9 Effective January 1, 2020, the Consortium will move to a four (4) tier premium rating structure:

employee, employee/spouse, employee/child(ren), and family. When the transition becomes effective, it is understood by the Association, and the Board, that some bargaining unit members enrolled in a family plan immediately prior to the transition, will remain enrolled in a family plan at the point of transition. As such, the Board agrees to pay such bargaining unit members a one-time stipend equal to the difference between the family premium of the two (2) tier rating structure and the new four (4) tier rating structure. Payment shall be made with the second payroll in June 2020. Thereafter, the member is fully responsible for the increase in their applicable premium at their contribution rate.

**C. PRESCRIPTION DRUG (One Plan Design)**

C.1 Prescription drug coverage is included with each of the PPO coverages and may not be utilized separate from the PPO, nor may the PPO coverage be utilized without the accompanying drug coverage of the specified plan.

**D. DENTAL INSURANCE**

- D.1 The Board will continue to make a Dental Program available for members of the bargaining unit.
- D.2 Maximum benefit each calendar year shall be \$1,500.00.
- D.3 Deductible and usual and customary rates shall apply for covered dental procedures.

**E. VISION INSURANCE**

E.1 The BOE will continue to make available a Vision Care Program for bargaining members.

Vision benefit maximums shall be:

One examination per year -----	\$37.50
Frames - one pair per 2 years -----	\$30.00
Lenses - one pair per year	

Benefits maximum per lens type shall be:

Single Vision -----	\$22.50
Bifocal -----	\$30.00
Trifocal -----	\$45.00
Lenticular -----	\$75.00
Contacts (cosmetic) -----	\$60.00
Contacts (medically necessary) -----	\$120.00

**F. INCENTIVE PAYMENT FOR NON-USE OF INSURANCE**

F.1 Any member of the bargaining unit who is eligible for insurance benefits may elect to withdraw from any part, or all, of the insurance program. The insurance program shall be defined as hospitalization and surgical (including prescription drug coverage), major medical,

dental and vision.

- F.2 Eligible bargaining unit members who choose to forego their right to coverage shall receive an “opt out” benefit in the amount of twelve (12%) percent of the annual premium costs of the most expensive PPO alternative for which they were eligible and/or twelve (12%) percent of the annual premium costs of dental and/or vision coverage (according to which coverages the employee chooses to “opt-out”) during the month of June of the school year of non-participation. Payment of the non-use incentive shall be made to the member no later than February 15th after the conclusion of the calendar year of non-participation. Short-hour bargaining unit members who opt-out will receive the 12% payment based off of the prorated Board share of the premium payment as indicated in Article VIII A.2.1 and Article VIII A.2.4. Bargaining unit members who forego their right to coverage, and who are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the “opt out”.

**G. SEVERANCE PAY**

- G.1 Severance pay shall be a one-time, lump sum payment to eligible members of the bargaining unit under either of the following provisions:

The individual retires from the school system. To be eligible to receive minimum severance pay benefits, the employee must meet the criteria provided under §124.39 of the Ohio Revised Code. To receive the additional benefits as calculated below, the employee must have been employed for seven (7) or more years by the LaBrae Local School District. Employees who qualify under these terms described above must have submitted their declaration of intent to retire and a resignation to the Board.

- G.2 The employee resigns with fifteen (15) or more years of service in the LaBrae Local School District and is accepted into the S.E.R.S.

- G.3 Severance pay for eligible members will be paid as follows:

The member’s daily rate shall be calculated using the member’s base hourly wage multiplied by the member’s contracted hours to determine the per diem rate.

Severance will be paid according to the following formula based on unused sick-leave accumulation:

25% X 225 accumulated sick days (or less).....	up to 56.25 days paid
28% X 225.25 – 275 days .....	63-77 days paid
30% X 275.25 – 350 days .....	82-105 days paid
32% X 350.25 – 480 days .....	Max 120 days paid

- G.4 Severance paychecks shall be remitted to the eligible member within sixty (60) days of the last day of employment and upon notice of acceptance into the S.E.R.S. The individual must certify that all eligibility criteria has been met.

- G.5 Severance payment for accrued but unused sick leave shall be considered to eliminate all sick

leave credit accrued by the employee at that time.

- G.6 Should a member eligible for severance pay die between the time of notification to the Board of retirement/resignation and the disbursement of the severance paycheck, then the check shall be made payable to the member's beneficiary or estate. The method of calculation shall be the member's daily rate in the year of severance.

**H. HOLIDAYS**

- H.1 All nine (9) and ten (10) month employees will be guaranteed the following paid holidays:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Memorial Day
Christmas Day	

- H.2 All other employees, i.e. members contracted for more than ten (10) months, are granted the holidays listed in H.1 plus the following:

President's Day  
Good Friday  
Independence Day, plus the scheduled work day preceding the scheduled Christmas Day Holiday

- H.3 The employee shall be eligible for holiday pay only if he/she works or accrues earnings on the last scheduled shift prior to his/her next scheduled shift after such holiday. An employee shall not forfeit his/her holiday pay if absent due to the following conditions:

- H.3.1 An employee is absent from work due to a verified personal illness and on paid sick leave or was properly excused on either or both the day before or the day after the holidays.
- H.3.2 An employee is on vacation prior to or following such holiday.
- H.3.3 A holiday occurring on Saturday shall be observed on Friday, and a holiday occurring Sunday shall be observed on Monday, providing school is not in session.
- H.3.4. An employee shall be entitled to an additional vacation day when a holiday occurs during a regularly scheduled vacation.
- H.3.5 An employee working on a holiday shall receive his holiday pay in addition to pay at time and one-half (1-1/2) for all hours worked on the holiday.

**I. VACATION**

- I.1 The vacation year shall be July 1<sup>st</sup> through June 30<sup>th</sup>. Vacation is earned during the contract year and is eligible for use in the employee's successive contract year.



- I.2 Employees whose date of hire, in a position eligible for vacation, is after July 1<sup>st</sup>, shall receive vacation time pro-rated from the date of hire to the following July 1<sup>st</sup>, rounded off to the nearest whole number.
- I.3 Employees who work a minimum of eleven (11) months per year shall receive paid vacation time based on the following schedule.

The vacation schedule for all 11-12 month employees to be as follows:

<u>Years of Service</u>	<u>Days of Vacation</u>
Up to 1	Pro-Rated
1 to 7	10
8 to 14	15
15 to 21	20
22 and Up	25*

\* If bargaining unit members with 22 years of service, or more, do not have an accumulated sick leave total of a minimum of 125 days at the beginning of the contract year, then the member's vacation earned shall remain at 20 days per year. Changes in a member's sick leave balance above or below the 125 day threshold, which occur after the start of a contract year, shall not constitute a change in the vacation days earned for that year.

In the event an employee is entitled to 25 days of vacation, five (5) days of vacation must be taken during the school year or will be forfeited. Only one (1) employee in any one classification shall take the five (5) days of vacation during the school year at any one time.

- I.4 48-hour notice for taking vacation when the employee takes five (5) or more consecutive days of vacation.
- I.5 If a nine (9) or ten (10) month employee moves to a twelve (12) month position, vacation time shall be granted as follows:

2 hour employee -----25% of accrued seniority  
 More than 2 hour-up to 4-hour employee -----50% of accrued seniority  
 More than 4 hour-up to 6-hour employee -----75% of accrued seniority

- I.6 Unused vacation, to a maximum of five (5) days, shall be paid to any employee with the first pay in July. Unused vacation, which is not reimbursed, does not carry over to the next year.

**ARTICLE IX  
TRANSPORTATION**

**A. TRIPS**

- A.1 All regular routes will be rebid annually at the transportation in-service in August.
- A.2 All extra trips shall be offered to drivers on the basis of rotation. At the beginning of each school year, a rotation list, in order of seniority, shall be posted. Such list shall indicate the

driver's eligibility for extra trips.

- A.3 When LaBrae is not in session, and LaBrae students attending the career center are required to go to school on said days, the transport of students to the career center will be considered an extra trip and automatically awarded to the driver whose route includes transporting LaBrae students to the career center. Should the driver decline the trip, the trip will be offered to the remaining drivers as an extra trip according to the seniority rotation described herein. The driver awarded the trip is paid only for the time to transport students to and from the career center, and it will only count as one trip in the calculation of the trip bonus identified in Article IX, Clause A.8. Under such circumstances, the driver will be paid a total of two (2) hours for transporting said students to and from the career center.
- A.4 As trip lists are posted, the drivers shall indicate on the list if he/she wishes to bid for the trip. In the event the drivers refuse, they shall be charged with the trip as though it had been driven. The Trip will then be assigned to the driver next in rotation.
- A.5 A list of extra trips will be posted on the board by Thursday afternoon for extra trips to be offered the following week and taken down by 9:00 a.m. on Friday morning. Drivers will review the list and initial the trips they wish to take during this time period.
- A.6 Drivers who fail to take assigned trips on six (6) instances will be removed from the rotation list for the semester.
- A.7 A driver cannot take an extra trip on a day in which they are using sick leave.
- A.8 All extra trips shall be paid at the rate of \$12.00 per hour. The extra trip rate of pay will be increased each year by the same percentage of increase on the negotiated base wage scale. The Treasurer of the LaBrae Board of Education shall annually notify transportation drivers of the trip rate in effect for the current school year. For every twelve (12) trips worked, drivers will be paid an additional \$175.00. The extra trip bonus shall be paid one (1) time per year, at the close of each school year.
- A.9 Extra trips shall not be offered to a bus driver when their hours are projected to exceed forty (40) hours per week. Regular drivers may only drive trips that leave after their daily routes are complete unless the trip is expected to exceed five (5) hours and then a sub will be assigned to the conflicting route if the driver wishes to drive the extra trip instead of the regular route. Drivers taking an assigned trip that exceeds five hours can use personal leave, and when personal leave is exhausted, drivers can utilize dock/deduct days. Personal or dock/deduct days used to take an extra trip shall not count against a driver for the purpose of determining a driver's eligibility for the attendance bonus.
- A.10 All mandatory class fees for re-certification will be paid by the Board. The On-Board Instructor will be paid the regular rate of pay for attending mandatory OBI in-service.

## **B. PAROCHIAL DRIVERS**

- B.1 Parochial drivers shall be paid for any additional work days due to scheduling differences with the LaBrae Local School District.

**C. EXTRA TRIP**

C.1 An extra trip is defined as any trip in which students are transported except for transport to and from school and the student's home.

**D. SUBSTITUTES**

D.1 Substitute drivers will be assigned extra trips only when regular drivers are unavailable to make the trip. For extra trips which are expected to exceed five (5) hours, regular drivers shall have the option of driving their regular route or taking the extra trip. These extra trips shall be assigned as per section "A" above. One attempt to contact the driver shall be deemed in compliance with this section. The Board shall retain the option to use "Charter" buses as in the past.

**E. PRIORITY SERVICE**

E.1 In the event any driver makes any request for repairs and/or service for his/her bus and such request is based on any problem that could affect the safe operation of that bus, the request shall take precedence over any pending repair or service and shall be given immediate attention before the next scheduled trip of the vehicle.

**F. MISCELLANEOUS**

F.1 The assistant mechanic may be promoted to mechanic (Step 1) after four (4) years of service upon favorable evaluation by the Administration.

F.2 All school bus drivers must have a CDL license and meet all Federal, State and Local laws to be able to transport students.

F.3 Head Mechanics and Assistant Mechanics must have a CDL license and shall receive the CDL stipend.

**ARTICLE X  
WORKING CONDITIONS**

**A. DAYS OF SCHOOL CANCELLATION**

A.1 When schools are closed due to epidemic, inclement weather, other public calamity, or any other purposed as determined by the Superintendent, all bargaining unit personnel shall receive said day off with pay, not to exceed five (5) days in a school year. When school cancellations accumulate beyond five (5) days in any school year, 260 day employees shall report for each day beyond the initial five (5) days of cancellation. Exceptions would be those days wherein local or regional governmental authorities have posted a no travel ban, and/or in circumstances where attendance is otherwise excused by the Superintendent. All members contracted for less than 260 days will be required to make up each school cancellation day beyond five (5) in a particular school year, without pay.

- A.2 For employees outside of the operations classification, if the nature of a particular job requires the employee to be present at work during such calamity day, as determined by the member's supervisor, the employee shall be paid straight time for the time worked on said calamity day in addition to his/her regular day's pay.
- A.3 Bargaining unit members contracted for 260 days, who are required to report for preparing the grounds and facilities for school during inclement weather, and resulting in a school cancellation, shall be paid time and a half for the time worked on the day of cancellation. The report time and hours worked on days of cancellation are at the discretion of the supervisor.

**B. PAY GUIDELINES FOR ASSIGNMENT TRANSFER**

- B.1 When any employee assumes the duties of a higher paid position with the same classification, he/she shall go on the same Step of the higher paid position salary schedule. This includes sick days, personal days, professional days, vacations and holidays.
- B.2 When a regular bargaining unit employee is temporarily or permanently assigned to a higher classification outside of his/her current classification series, he/she shall be paid on the same Step of the higher pay schedule which will result in an increase in the employee's hourly or annual rate. This includes sick days, personal days, professional days, vacations and holidays.

**C. OVERTIME**

- C.1 All bargaining unit personnel shall be paid a minimum of two (2) hours show-up time when the employee is called out for duty and not regularly scheduled.
- C.2 The work week will be Sunday through Saturday for member employees. All eight (8) hour employees shall receive time and one-half (1-1/2) at their hourly rate after being in pay status eight (8) hours in any one day and forty (40) hours in any one (1) week. All other employees will receive time and one-half (1-1/2) their pay rate after being in pay status forty (40) hours in any one (1) week. No employee shall be laid off from regularly scheduled hours of employment for the purpose of offsetting overtime or premium pay. An employee who is absent due to a bona fide paid illness, a vacation, funeral leave or a paid holiday shall not have the absence offset for the purpose of calculating overtime.
- C.3 Overtime for custodial, maintenance and transportation employees shall first be approved by the Superintendent or designee. Cafeteria and secretarial employees' overtime shall be approved by the appropriate supervisor. (Superintendent can give permission if initial responsible person is not available).
- C.4 If an occurrence is deemed an emergency by the Superintendent or designee (break-ins, heat, water problems, fire, etc.) and a custodian is called, it shall be the head custodian of that building. It can be another custodian if the head custodian is unavailable.
- C.5 All custodial overtime, either scheduled or unscheduled, shall be in rotation starting with the most senior custodian in the building. The custodian has the option to accept or refuse the

overtime for that day and shall go to the bottom of the list. There shall be an overtime list posted in the custodian's room in each building. The list shall be kept up to date.

C.6 Employees shall be paid on a biweekly basis of twenty-six (26) times per year. Friday shall be the normal pay day when earnings for the two (2) preceding weeks shall be paid. All contracted employees shall receive their pay via direct deposit. Each employee will receive an electronic copy of their direct deposit notice via email. Employees shall authorize the direct deposit of the employee's compensation into the school's established depository institution to be used as a conduit for the distribution to the employee's choice of depository institution. Payroll funds shall be timely deposited so as to have accessibility to the funds on the pay date.

C.7 Employees shall be paid one (1) hour for all required building checks as follows:

Bascom, High School Complex	1 hour
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Custodians who voluntarily sign up for available overtime when weekend assignments are offered, will be responsible for conducting a building check prior to departure from the scheduled hours, and will not be eligible for a building check stipend in addition to the overtime pay.

C.8 Contract salary for twelve (12) month employees shall be based on a 260 day work year including holidays. Should there be work days over and above 260, employees shall be paid for such day(s) at their daily rate of pay in the last pay of the contract year.

**D. OPERATIONS/CDL**

D.1 All members hired into the operations classification on July 1, 2018 or after, and who were not previously bargaining unit members, are required to obtain a CDL with a school bus endorsement no later than six months after their official start date of employment. This is a conditional requirement for continued employment beyond the six month window. Members who fail to acquire appropriate bus driving credentials are subject to termination. Current members, who successfully bid on an operations position are also required to obtain said CDL and endorsement within the six month period.

D.1.1 If a non-operations member is hired, via the bidding process, into operations, and fails to acquire the bus driving credentials, they shall be reassigned to their previous position, and the administration will institute a reduction in force, as applicable, and in accordance with Article XVII of the negotiated agreement.

D.1.2 Vacancies created by a successful promotional bid as described herein, can be temporarily filled during the six month period, under the guidelines of the Extra Work & Long-Term Substitution provisions of Article X. Any remaining vacancies, created by bargaining members who desire to temporarily fill vacancies created by the promotional bid, can be filled with a substitute.

D.1.3 At the conclusion of the six month period, the vacancy created by the successful promotional bid, shall be posted by the Board, so long as it is a position that the Board desires to fill. {See Article VI, Section A, Clause A.1}

D.2 In light of the requirements in D.1, the administration is authorized to require successful passage of a physical and hearing test for all candidates in order to be considered for employment in the operations classification.

D.3 All members of the operations classification who are valid, i.e. State approved, school bus drivers shall receive the annual CDL stipend paid to the transportation classification.

D.4 The potential punitive effects of Clause D.1 above shall be suspended for the term of this contract. It is intent of the Board and OAPSE Local 278 to revisit Section D in its entirety when negotiations for a successor agreement commence in the spring of 2022.

**E. LUNCH**

E.1 All eight (8) hour, twelve month employees shall not leave the building for lunch during the school year. During the summer months, employees may leave the building for lunch. Any employee leaving the building for lunch shall receive a ½ hour unpaid lunch. Employee leaving for such shall have the regular workday extended by ½ hour.

**F. CALL-OFF/ABSENCE REPORTING PROCEDURES**

F.1 The responsibility of reporting absence to the immediate coordinator/supervisor lies solely with the employee.

**Coordinators/Supervisors are:**

Aides	Building Principal
Bus Drivers	Supervisor of Bldg. & Grounds & Transportation
Cafeteria	Cafeteria Supervisor
Custodians	Supervisor of Bldg. & Grounds & Transportation, or Designee
Head Custodians	Supervisor of Bldg. & Grounds & Transportation
General Labor	Supervisor of Bldg. & Grounds & Transportation
Mechanic	Supervisor of Bldg. & Grounds & Transportation
Secretaries	Building Principal

F.2 Members in the operations classification are expected to report off to their supervisor, or designee, at least one hour prior to their shift for members in an a.m. assignment, and at least two hours in advance of a shift that starts in the p.m. The administration will be respectful of extenuating circumstances.

F.3 Coordinators/Supervisors, at the direction of the Administration, shall be responsible for calling substitute employees. Bargaining unit employees shall be called to substitute prior to non-bargaining unit substitutes, provided they work the necessary hours of the shift. Bargaining unit members may not exceed 40 hours per week without permission from the Administration.

- F.4 Transportation personnel shall report absence on the answering machine of the supervisor and at the bus garage by 5:00 a.m. on the day of the absence for the a.m. run, and by 12:00 Noon for the p.m. run.
- F.5 Cafeteria Absence Reporting Procedure:
  - F.5.1 Cafeteria employees reporting their absence from work shall notify the Cafeteria Supervisor at least two (2) hours preceding their start time.
  - F.5.2 To report the absence, cafeteria personnel will contact the supervisor's office and announce the following using an answering machine or other electronic recording device:
    - F.5.2.1 The employee's name, employee identification number, building assignment and working classification shall be recorded as notification of absence.
  - F.5.3 The assignment vacated due to an absence shall be offered as a temporary assignment to any other cafeteria employee working a lesser number of hours, prior to assignment of a substitute.
  - F.5.4 Hours beyond the regular work day/work year shall be offered in rotation within the food service classification according to seniority and qualifications.
  - F.5.5 For report-offs after work hours, the Cafeteria Supervisor only has to make one phone call to the affected employees. If the job assignment is for more than one day, the affected employees will be notified during work hours the next work day.

**G. EXTRA WORK & LONG-TERM SUBSTITUTION**

- G.1 For the purpose of this section, the term short-hour bargaining unit member shall refer to all bargaining unit members who work less than 6 hours in a bargaining unit position.
- G.2 Short-hour bargaining unit members, who desire extra work, must notify the Superintendent in writing that the bargaining unit member wants to be considered for available extra hours. Only those bargaining unit members who have submitted a written request for notification shall be offered extra hours the Board determines are needed, and for which the bargaining unit member is qualified, as long as the work does not conflict with their contracted position, and the bargaining unit member is available to work all hours involved in the extra assignment. The hours will be offered to qualified employees on the basis of seniority. Overtime pay will be paid only if the hours worked exceed forty (40) hours for the week.
 

The administration reserves the right to not offer additional hours if the additional hours would increase the bargaining unit member's average weekly hours in excess of 29 hours.
- G.3 If a bargaining unit employee will be on a leave of absence exceeding ten (10) working days and the Board desires to fill the position during the absence, qualified short hour employees

wishing to work the absent employee's job for the duration of the absence, if surrendering their contracted hour work, will be paid at Step 1 of the job classification being worked. If there is not a conflict of hours, the qualified short hour employee acting as a substitute shall be paid at the substitute rate for the additional hours worked. In no event will such substitution be permitted if it would result in more than forty (40) hours of scheduled employment per week. This will not occur until bid rights, if any, within the classification have been exercised.

- G.4 When a short-hour bargaining unit member is assigned to work on a non-contracted day by their supervisor, and assigned to work within their classification, the bargaining unit member shall be paid at their current hourly rate. Short-hour bargaining unit members, or other bargaining unit members contracted for less than 260 days, who choose to work as summer help in the transportation and/or operations classification, will be paid at the substitute rate approved by the Board of Education.
  - G.4.1 When transportation drivers request to work during the summer bus cleaning preparation days for inspection, and selected by the supervisor, employed drivers shall be paid the prevailing Ohio minimum wage plus an additional dollar per hour.
- G. 5 When the general laborer is requested to drive in cases of emergencies by the transportation supervisor, and the assignment is a regular route, the general laborer will be paid their regular hourly rate.
- G. 6 When the general laborer is requested to drive in cases of emergencies by the transportation supervisor, and the assignment is a student activity trip, the general laborer will be paid the substitute field trip rate.
- G. 7 Workers in the Food Service classification who are employed under the summer meal program funded through the Child Nutrition Division of the Ohio Department of Education, will be paid at their regular rate as permitted by the state sponsored program. Approval of employee participation to work in the summer meals program is the sole discretion of the cafeteria supervisor. Any employee participation in the summer meals program is not a guarantee for future participation in subsequent years.

## **H. CALENDAR PAY ADJUSTMENT**

- H.1 The parties recognize that every 5 or 6 years, it is necessary to have a one week delay in issuing one of the biweekly salary checks - a three week interval between checks instead of the usual two. The parties recognize this is a necessary occurrence because the normal calendar year consists of 365 days and must be adjusted every four years (leap year) by the addition of one day to keep abreast of the solar year. The agreed 26 biweekly payment plan is based on a 365 day year (52 weeks of seven days each equals 364 days) which does not exactly fit the biweekly 26 pay plan. Adjustment is also recognized as required every five or six years to keep abreast of the 365/366 day calendar years (leap year). The Treasurer shall determine the year and the particular pay when this adjustment is to be made.



**I. ORIENTATION**

- I.1 Each time a new classified employee is hired, the Association shall be granted fifteen (15) minutes with each new bargaining unit hire for the purpose of orientation.

**ARTICLE XI  
JOB DESCRIPTION**

**A. JOB DESCRIPTION PROVISIONS**

- A.1 The Board shall provide for all employees a comprehensive job description upon request, after Board approval.
- A.2 In the event changes are made in any job description, the employees affected shall be notified, in writing, and provided with a copy of all revisions.

**ARTICLE XII  
EMPLOYEE RIGHTS**

**A. RIGHTS OF OAPSE 278 MEMBERS**

- A.1 Contractual status of classified employees in the school system shall be as follows:  
  
The Board shall enter into contracts for the employment of all classified employees. The Board of Education fixes the salaries, which may be increased but not decreased during the term for which the contract is made, unless it be as follows: If there is a reduction in salary below that paid during the precedent school year, it must be a part of a uniform plan affecting the entire District. These contracts shall be limited and continuing. A limited contract is issued to a new employee for one (1) year; if rehired, a two (2) year contract shall be issued. After the third year of employment, if rehired, a continuing contract shall be issued.
- A.2 The children (step-children or dependents through guardianship) of bargaining unit members who reside outside of the LaBrae Local School District may attend the LaBrae Local Schools as students via the open enrollment application process. The LaBrae Local School District shall not incur any increased excess costs due to the placement of these children in any special needs program (Hearing Impaired, SBH, etc.) nor exceed the class size limitations as negotiated with L.T.A. The above language is in addition to existing State law.

**ARTICLE XIII  
DISCRIMINATION AND COERCION**

- A. Neither the Board nor any of its supervisors, Superintendent, or other agents or representatives, shall discriminate against any employee because such employee is a member of, or acting as an officer, or other agent or representative of OAPSE or is a non-member of OAPSE. Neither OAPSE officers, or other agents or representatives of OAPSE shall intimidate or coerce any employee, nor solicit members of funds in the school during

work hours.

- B. The Board shall not discriminate against any of the employees in the payment of wages, assignment of jobs, seniority, promotion, transfer, lay-off, discipline, discharge or any other term or condition of employment because of reasons listed in applicable civil rights law.

**ARTICLE XIV  
CONTRARY TO LAW PROVISIONS**

- A. If any provisions of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any Court of competent jurisdiction, then such provision shall not be applicable, performed or enforced, but all remaining parts of this agreement shall remain in full force and effect for the term of this Agreement.
- B. OAPSE shall have the right to request a meeting within ten (10) work days of such judgment to attempt to modify the affected language.

**ARTICLE XV  
NO STRIKE - NO LOCK-OUT PROVISION**

- A. Both parties agree to faithfully abide by the provisions of this Agreement. As a condition of the various provisions of this Agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike during the term of this Agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement.

**ARTICLE XVI  
UNION RELEASE TIME**

- A. The Local President or his designated representative shall be granted release time to conduct Union business for the processing of grievances with the following stipulations:
  - A.1 If the employees involved are working different shifts, the conference shall be held at the building of the working employee.
  - A.2 If the employees involved are working the same shift, the conference shall be held during non-working hours.
- B. The Local President (or designee) of OAPSE #278 must be notified before any action is taken due to layoffs, cut-backs or job changes by the Board of Education.
- C. An employee may be granted time off with administrative approval to attend a Union meeting, not to exceed one (1) hour, should a meeting fall within the employee's regular shift.

**ARTICLE XVII  
LAYOFF AND RECALL**

**A. REDUCTION IN FORCE**

- A.1 If the Administration determines it is necessary to reduce the number of employees in a job classification because of abolishment of position, lack of work, closing of a building, or lack of funds, the following procedure shall prevail:
- A.1.1 The number of persons affected by a reduction-in-force will be kept to a minimum insofar as possible by not employing replacements for employees who retire, resign, pass away, etc.
- A.1.2 When it is necessary to lay off employees, for the reasons set forth above, employees shall be laid off in the reverse order of classification 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 service in the job classification. Authorized leaves of absence do not constitute an interruption in continuous service, however, time spent on an unpaid leave shall not count in computing seniority.
- A.1.3 The following classifications shall be used in the event of a layoff:
- |                |             |
|----------------|-------------|
| Operations     | Secretarial |
| Transportation | Aides       |
| Food Service   |             |
- A.1.4 The Administration shall determine in which classification any lay-off shall occur and the number of employees to be laid off. Initial probationary employees and governmental program employees and seasonal or casual employees shall be laid off before any regular employee.
- A.1.5 Employees laid off pursuant to this Article shall be recalled in order of classification seniority to positions within the classification. Regular employees shall be reinstated before any probationary or governmental program employees or seasonal or casual employees.
- A.1.6 A laid off employee shall remain on the recall list for three (3) years unless he waives his recall rights in writing, resigns, fails to accept recall to a position in his classification, or fails to report to work within ten (10) working days after a written notice of recall (Certified Mail) sent to the employee's last address.

**B. BUMPING RIGHTS**

- B.1 In the event of lay-off, an employee shall have the option to bump an employee with less seniority in the classification, or to bump an employee in a previous classification on the basis of previous classification seniority provided the employee has previously held that position. The hierarchy of the bargaining unit positions as organized in Article I, Section A: Coverage, shall be the order of displacement if the Board institutes a reduction in force.

Employees subject to the provisions of this Article shall maintain an updated address in the Treasurer's office.

**ARTICLE XVIII  
COMPENSATION**

**A. WAGES**

A.1 All classified employees' base salaries for the 2021-2022 contract years shall have base pay increase as follows:

2021-2022: 0.0%

A.2 See salary schedules in Appendix A.

A.3 2.50% Stipend: The BOE shall pay all members a 2.5% stipend for FY2022. Payment will be calculated on the member's corresponding placement for FY2022 on the negotiated salary schedules and shall represent 2.5% of the projected annual salary according to the member's applicable hourly wage. The stipend is to be paid via payroll with 50% due to the member in the first pay of November, and the second payment due to the member in the first pay of March.

A.4 Longevity Bonus: The Board shall a tiered longevity bonus to all members for FY2022. Payment will be calculated on the member's corresponding equivalent annual salary according to their placement on the salary schedule for the 2021-2022 school year. Payment will be distributed according to the parameters outlined in Clause A.3 above. Years of service for this payment will be based on the length of service to LaBrae accrued as of the conclusion of FY2021 on June 30, 2021. The bonus will be paid at the percentage identified in the table below:

<u>Years of Service</u>	<u>Longevity Bonus Rate</u>
0 to 10 years	1.00%
11 to 20 years	1.25%
21 + years	1.50%

**B. LONGEVITY PAY**

B.1 Employees, upon completion of following years of contract service, shall be granted a lump-sum payment of:

2018-2021

20 Years	\$250.00
25 Years	\$700.00
30 Years	\$1,000.00

**C. ATTENDANCE BONUS**

C.1 Bargaining unit employees using no sick or deduct days during the first quarter, second quarter, third quarter or fourth quarter of the contract year shall receive for the quarter an attendance bonus according to the following:

Quarterly Attendance Bonus

8, 7.5 or 7 hour employees-----	\$100.00
6.5 hour employees-----	\$75.00
6 hour employees-----	\$75.00
5 & 5.5 hour employees-----	\$75.00
4.5 hour employees-----	\$50.00
4 hour employees-----	\$50.00
Less than 4 hour employees-----	\$50.00

C.2 An employee who has not used sick or deduct days for the entire contract year, shall be paid an additional attendance bonus of \$100.00.

**ARTICLE XIX  
WORKERS' COMPENSATION**

**A. STATE WORKERS' COMPENSATION**

- A.1 All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- A.2 Any injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation.
- A.3 The employee, when able, will complete an accident report with the Building Principal or Treasurer. The employee may be required to be examined by a doctor selected by the BWC.
- A.4 The Board agrees to continue to provide and pay any premiums for medical insurance in effect on said employee at time of injury for an additional three (3) months.
- A.5 Should an employee's sick leave expire, the employee shall (only once during this Agreement) receive up to three (3) months of insurance benefits, paid by the Board of Education. The employee must be on an approved medical leave of absence and shall be eligible only for benefits in effect on said employee at the time of illness or non-work related injury. This benefit shall be separate from benefits provided in "C" above.

**ARTICLE XX  
DISCIPLINE PROCEDURE**

**A. EMPLOYEE DISCIPLINE**

- A.1 Should a violation of (but not limited to) Administrative rules or regulations occur, for which an employee may be disciplined, the following progressive disciplinary procedure is set forth in order to insure the fair, timely and equitable treatment of employees in matters of disciplinary action. Infractions of rules and regulations for which employees may be disciplined shall have been clearly communicated to employees before disciplinary action is taken. Each employee may have a Union representative present at any meeting described in this disciplinary procedure. Discipline is subject to the Grievance Procedure.
- A.2 Any employee receiving a written reprimand or notice that is of a disciplinary nature shall be given a copy of said reprimand or notice. The employee will also be asked to sign the document to acknowledge that he or she has seen it. The employee's signature shall not mean that he or she necessarily agrees with the document's contents. If the employee refuses to sign, such refusal shall be noted on the document and placed in the file.
- A.3 If grave violation occurs, the employer may proceed to level three or four.
- A.4 Members of the bargaining unit shall be subject to disciplinary under the following procedures:
- 1<sup>st</sup> Level:** Verbal reprimand by the employee's immediate supervisor. A record of this reprimand will be placed in the employee's personnel file and retained for not more than one (1) year if no further infraction occurs.
- 2<sup>nd</sup> Level:** Written reprimand by the employee's immediate Supervisor. The employee shall receive a copy of the written reprimand and, upon request, a meeting with his/her immediate Supervisor will be held to discuss the problem.
- 3<sup>rd</sup> Level:** Suspension, without pay, up to three (3) days. An employee who continues the behavior(s) necessitating the use of this procedure will, after the third occurrence, be suspended for up to three (3) work days without pay. The employee shall also receive written warning that the commission of another infraction may result in the employee's discharge. Upon the employee's return from suspension, a meeting will be held with the employee, the OAPSE Field Representative, and the Superintendent or his designee, to discuss the problem.
- 4<sup>th</sup> Level:** Termination of employment. An employee who continues to violate (but not limited to) Administrative rules or regulations after the 3<sup>rd</sup> level, shall face further disciplinary action up to and including discharge.

**ARTICLE XXI  
MANAGEMENT RIGHTS**

- A. The Board of Education of the LaBrae Local Schools reserves unto itself all rights not restricted except by specific written terms of this Contract.

**ARTICLE XXII  
COMPLETE AGREEMENT**

The Master Agreement between the OAPSE Local 278 and the LaBrae Local Board of Education shall be from July 1, 2021, to June 30, 2022.

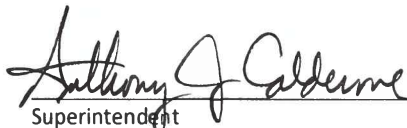
The Board and OAPSE Local 278 acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement. All other previously negotiated agreements not incorporated herein are null and void and of no further force and effect. No changes, in a specific term of this Contract, shall be made during the life of this Contract, except by mutual agreement; neither party shall have the duty to negotiate with respect to any matter during such period.

FOR THE ADMINISTRATION


 7/23/2021  
President, Board of Education Date

 8/9/2021  
Classified Liaison, Board of Education Date

 8/9/2021  
Treasurer, Board of Education Date

 8/9/2021  
Superintendent Date

FOR OAPSE

 7/16/2021  
OAPSE 278 Local President Date

 7/16/2021  
OAPSE Field Representative Date

# Appendix A

Salary Schedules

Of

OAPSE Local 278

Bargaining Unit Members



**2018-2022 Classified Wage Scales**

<b>Secretaries: Principals</b>							
7.5 x 200 = 1500 work hours/7.5 x 207 = 1552.5 paid hours (7 Holidays)							
		<b>2018-2019: 2.5%</b>		<b>2019-2020: 2.15%</b>		<b>2020-2022: 2.15%</b>	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$13.43	\$20,850	\$13.72	\$21,300	\$14.01	\$21,751
2	1.020	\$13.70	\$21,269	\$13.99	\$21,719	\$14.29	\$22,185
3	1.040	\$13.97	\$21,688	\$14.27	\$22,154	\$14.57	\$22,620
4	1.060	\$14.24	\$22,108	\$14.54	\$22,573	\$14.85	\$23,055
5	1.080	\$14.50	\$22,511	\$14.82	\$23,008	\$15.13	\$23,489
6	1.100	\$14.77	\$22,930	\$15.09	\$23,427	\$15.41	\$23,924
7	1.120	\$15.04	\$23,350	\$15.37	\$23,862	\$15.69	\$24,359
8	1.140	\$15.31	\$23,769	\$15.64	\$24,281	\$15.97	\$24,793
9	1.160	\$15.58	\$24,188	\$15.92	\$24,716	\$16.25	\$25,228
10	1.200	\$16.12	\$25,026	\$16.46	\$25,554	\$16.81	\$26,098
15	1.240	\$16.65	\$25,849	\$17.01	\$26,408	\$17.37	\$26,967
18	1.270	\$17.06	\$26,486	\$17.42	\$27,045	\$17.79	\$27,619
<b>Responsibility Schedule</b>							
	News Reporter	\$250.00	<i>{News Reporter stipend eliminated when placeholder as of 7/1/2014 vacates position.}</i>				
	Calling Substitues	\$47.00					
		per number of staff assigned					

<b>Guidance/Attendance</b>							
7.5 x 192 = 1440 work hours/7.5 x 199 = 1492.5 paid hours (7 Holidays)							
		<b>2018-2019: 2.5%</b>		<b>2019-2020: 2.15%</b>		<b>2020-2022: 2.15%</b>	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$13.43	\$20,044	\$13.72	\$20,477	\$14.01	\$20,910
2	1.020	\$13.70	\$20,447	\$13.99	\$20,880	\$14.29	\$21,328
3	1.040	\$13.97	\$20,850	\$14.27	\$21,298	\$14.57	\$21,746
4	1.060	\$14.24	\$21,253	\$14.54	\$21,701	\$14.85	\$22,164
5	1.080	\$14.50	\$21,641	\$14.82	\$22,119	\$15.13	\$22,582
6	1.100	\$14.77	\$22,044	\$15.09	\$22,522	\$15.41	\$22,999
7	1.120	\$15.04	\$22,447	\$15.37	\$22,940	\$15.69	\$23,417
8	1.140	\$15.31	\$22,850	\$15.64	\$23,343	\$15.97	\$23,835
9	1.160	\$15.58	\$23,253	\$15.92	\$23,761	\$16.25	\$24,253
10	1.200	\$16.12	\$24,059	\$16.46	\$24,567	\$16.81	\$25,089
15	1.240	\$16.65	\$24,850	\$17.01	\$25,387	\$17.37	\$25,925
18	1.270	\$17.06	\$25,462	\$17.42	\$25,999	\$17.79	\$26,552

**2018-2022 Classified Wage Scales**

<b>Custodians</b>							
8.0 x 260 = 2080 paid hours (11 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.0000	\$14.46	\$30,077	\$14.77	\$30,722	\$15.09	\$31,387
2	1.0250	\$14.82	\$30,826	\$15.14	\$31,491	\$15.47	\$32,178
3	1.0500	\$15.18	\$31,574	\$15.51	\$32,261	\$15.84	\$32,947
4	1.0750	\$15.54	\$32,323	\$15.88	\$33,030	\$16.22	\$33,738
5	1.1000	\$15.91	\$33,093	\$16.25	\$33,800	\$16.60	\$34,528
6	1.1250	\$16.27	\$33,842	\$16.62	\$34,570	\$16.98	\$35,318
7	1.1500	\$16.63	\$34,590	\$16.99	\$35,339	\$17.35	\$36,088
8	1.1750	\$16.99	\$35,339	\$17.35	\$36,088	\$17.73	\$36,878
15	1.2150	\$17.57	\$36,546	\$17.95	\$37,336	\$18.33	\$38,126
18	1.2450	\$18.00	\$37,440	\$18.39	\$38,251	\$18.79	\$39,083

**Responsibility Schedule**

Head Custodian: Bascom A.M./Complex P.M. \$500.00  
 Head Custodian: HS A.M. \$1,000.00  
 Possession of Boiler's License \$500.00  
 Calling Substitues {per number of staff assigned (HC Inclusive)} \$47.00  
 Boiler's License stipend paid only to custodians hired before 1/1/2012 and maintaining an active license.

<b>Maintenance</b>							
8.0 x 260 = 2080 paid hours (11 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.0000	\$15.53	\$32,302	\$15.86	\$32,989	\$16.20	\$33,696
2	1.0250	\$15.92	\$33,114	\$16.26	\$33,821	\$16.61	\$34,549
3	1.0500	\$16.31	\$33,925	\$16.65	\$34,632	\$17.01	\$35,381
4	1.0750	\$16.69	\$34,715	\$17.05	\$35,464	\$17.42	\$36,234
5	1.1000	\$17.08	\$35,526	\$17.45	\$36,296	\$17.82	\$37,066
6	1.1250	\$17.47	\$36,338	\$17.84	\$37,107	\$18.23	\$37,918
7	1.1500	\$17.86	\$37,149	\$18.24	\$37,939	\$18.63	\$38,750
8	1.1750	\$18.25	\$37,960	\$18.64	\$38,771	\$19.04	\$39,603
15	1.2150	\$18.87	\$39,250	\$19.27	\$40,082	\$19.68	\$40,934
18	1.2450	\$19.33	\$40,206	\$19.75	\$41,080	\$20.17	\$41,954

**Responsibility Schedule**

CDL \$350.00

<b>General Laborer</b>							
5.5 x 180 = 990 work hours/5.5 x 187= 1028.5 paid hours (7 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$12.02	\$12,363	\$12.28	\$12,630	\$12.54	\$12,897
2	1.020	\$12.26	\$12,609	\$12.53	\$12,887	\$12.79	\$13,155
3	1.040	\$12.50	\$12,856	\$12.77	\$13,134	\$13.04	\$13,412
10	1.080	\$12.98	\$13,350	\$13.26	\$13,638	\$13.54	\$13,926
15	1.110	\$13.34	\$13,720	\$13.63	\$14,018	\$13.92	\$14,317

**Responsibility Schedule**

CDL \$350.00

**2018-2022 Classified Wage Scales**

<b>Transportation Mechanic</b>							
8.0 x 260 = 2080 paid hours (11 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$16.65	\$34,632	\$17.01	\$35,381	\$17.38	\$36,150
2	1.020	\$16.98	\$35,318	\$17.35	\$36,088	\$17.73	\$36,878
3	1.040	\$17.32	\$36,026	\$17.69	\$36,795	\$18.08	\$37,606
4	1.060	\$17.65	\$36,712	\$18.03	\$37,502	\$18.42	\$38,314
5	1.080	\$17.98	\$37,398	\$18.37	\$38,210	\$18.77	\$39,042
10	1.120	\$18.65	\$38,792	\$19.05	\$39,624	\$19.47	\$40,498
15	1.150	\$19.15	\$39,832	\$19.56	\$40,685	\$19.99	\$41,579
Head Mechanic		\$675.00					
CDL		\$350.00					

<b>Assistant Transportation Mechanic</b>							
8.0 x 260 = 2080 paid hours (11 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$13.70	\$28,496	\$13.99	\$29,099	\$14.29	\$29,723
2	1.030	\$14.11	\$29,349	\$14.41	\$29,973	\$14.72	\$30,618
3	1.055	\$14.45	\$30,056	\$14.76	\$30,701	\$15.08	\$31,366
4	1.080	\$14.80	\$30,784	\$15.11	\$31,429	\$15.43	\$32,094
5	1.105	\$15.14	\$31,491	\$15.46	\$32,157	\$15.79	\$32,843
10	1.145	\$15.69	\$32,635	\$16.02	\$33,322	\$16.36	\$34,029
15	1.175	\$16.10	\$33,488	\$16.44	\$34,195	\$16.79	\$34,923
CDL		\$350.00					

<b>Transportation Drivers</b>							
4.5 x 180=810 work hours/4.5 x 187 = 841.5 paid hours (7 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$15.75	\$13,254	\$16.09	\$13,540	\$16.44	\$13,834
2	1.020	\$16.07	\$13,523	\$16.41	\$13,809	\$16.77	\$14,112
3	1.040	\$16.38	\$13,784	\$16.73	\$14,078	\$17.10	\$14,390
4	1.060	\$16.70	\$14,053	\$17.06	\$14,356	\$17.43	\$14,667
5	1.080	\$17.01	\$14,314	\$17.38	\$14,625	\$17.76	\$14,945
10	1.100	\$17.33	\$14,583	\$17.70	\$14,895	\$18.08	\$15,214
15	1.130	\$17.80	\$14,979	\$18.18	\$15,298	\$18.58	\$15,635
CDL		\$350.00					

<b>Transportation Aide</b>							
4.25 x 180 = 765 work hours/4.25 x 187 = 794.75 paid hours (7 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$13.70	\$10,888	\$13.99	\$11,119	\$14.29	\$11,357
2	1.020	\$13.97	\$11,103	\$14.27	\$11,341	\$14.58	\$11,587
3	1.040	\$14.25	\$11,325	\$14.55	\$11,564	\$14.86	\$11,810
10	1.080	\$14.80	\$11,762	\$15.11	\$12,009	\$15.43	\$12,263
15	1.110	\$15.21	\$12,088	\$15.53	\$12,342	\$15.86	\$12,605

**2018-2022 Classified Wage Scales**

<b>Cafeteria Cooks 6.5 Hours</b>							
6.5 x 180 = 1170 work hours/6.5 x 187 - 1215.5 paid hours (7 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$12.32	\$14,975	\$12.58	\$15,291	\$12.85	\$15,619
2	1.020	\$12.57	\$15,279	\$12.83	\$15,595	\$13.11	\$15,935
3	1.040	\$12.81	\$15,571	\$13.08	\$15,899	\$13.36	\$16,239
4	1.060	\$13.06	\$15,874	\$13.33	\$16,203	\$13.62	\$16,555
5	1.080	\$13.31	\$16,178	\$13.59	\$16,519	\$13.88	\$16,871
6	1.100	\$13.55	\$16,470	\$13.84	\$16,823	\$14.14	\$17,187
7	1.120	\$13.80	\$16,774	\$14.09	\$17,126	\$14.39	\$17,491
8	1.140	\$14.04	\$17,066	\$14.34	\$17,430	\$14.65	\$17,807
9	1.160	\$14.29	\$17,369	\$14.59	\$17,734	\$14.91	\$18,123
15	1.200	\$14.78	\$17,965	\$15.10	\$18,354	\$15.42	\$18,743
18	1.230	\$15.15	\$18,415	\$15.47	\$18,804	\$15.81	\$19,217
Head Cook		\$369.00					

<b>Cafeteria Cooks 5.5 hours (2 positions: 1 Complex, 1 Bascom)</b>							
5.5 x 180 = 990 work hours/5.5 x 187 - 1,028.5 paid hours (7 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$12.32	\$12,671	\$12.58	\$12,939	\$12.85	\$13,216
2	1.020	\$12.57	\$12,928	\$12.83	\$13,196	\$13.11	\$13,484
3	1.040	\$12.81	\$13,175	\$13.08	\$13,453	\$13.36	\$13,741
4	1.060	\$13.06	\$13,432	\$13.33	\$13,710	\$13.62	\$14,008
5	1.080	\$13.31	\$13,689	\$13.59	\$13,977	\$13.88	\$14,276
6	1.100	\$13.55	\$13,936	\$13.84	\$14,234	\$14.14	\$14,543
7	1.120	\$13.80	\$14,193	\$14.09	\$14,492	\$14.39	\$14,800
8	1.140	\$14.04	\$14,440	\$14.34	\$14,749	\$14.65	\$15,068
9	1.160	\$14.29	\$14,697	\$14.59	\$15,006	\$14.91	\$15,335
15	1.200	\$14.78	\$15,201	\$15.10	\$15,530	\$15.42	\$15,859
18	1.230	\$15.15	\$15,582	\$15.47	\$15,911	\$15.81	\$16,261

<b>Cafeteria Cooks 5 hours</b>							
5.0 x 180 = 900 work hours/5.0 x 187 - 935 paid hours (7 Holidays)							
		2018-2019: 2.5%		2019-2020: 2.15%		2020-2022: 2.15%	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$12.32	\$11,519	\$12.58	\$11,762	\$12.85	\$12,015
2	1.020	\$12.57	\$11,753	\$12.83	\$11,996	\$13.11	\$12,258
3	1.040	\$12.81	\$11,977	\$13.08	\$12,230	\$13.36	\$12,492
4	1.060	\$13.06	\$12,211	\$13.33	\$12,464	\$13.62	\$12,735
5	1.080	\$13.31	\$12,445	\$13.59	\$12,707	\$13.88	\$12,978
6	1.100	\$13.55	\$12,669	\$13.84	\$12,940	\$14.14	\$13,221
7	1.120	\$13.80	\$12,903	\$14.09	\$13,174	\$14.39	\$13,455
8	1.140	\$14.04	\$13,127	\$14.34	\$13,408	\$14.65	\$13,698
9	1.160	\$14.29	\$13,361	\$14.59	\$13,642	\$14.91	\$13,941
15	1.200	\$14.78	\$13,819	\$15.10	\$14,119	\$15.42	\$14,418
18	1.230	\$15.15	\$14,165	\$15.47	\$14,464	\$15.81	\$14,782

**2018-2022 Classified Wage Scales**

<b>Cafeteria Cooks 3.0 hours</b>							
3.0 x 180 = 540 work hours/3.0 x 187 = 561 paid hours (7 Holidays)							
		<b>2018-2019: 2.5%</b>		<b>2019-2020: 2.15%</b>		<b>2020-2022: 2.15%</b>	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$12.32	\$6,912	\$12.58	\$7,057	\$12.85	\$7,209
2	1.020	\$12.57	\$7,052	\$12.83	\$7,198	\$13.11	\$7,355
3	1.040	\$12.81	\$7,186	\$13.08	\$7,338	\$13.36	\$7,495
4	1.060	\$13.06	\$7,327	\$13.33	\$7,478	\$13.62	\$7,641
5	1.080	\$13.31	\$7,467	\$13.59	\$7,624	\$13.88	\$7,787
6	1.100	\$13.55	\$7,602	\$13.84	\$7,764	\$14.14	\$7,933
7	1.120	\$13.80	\$7,742	\$14.09	\$7,904	\$14.39	\$8,073
8	1.140	\$14.04	\$7,876	\$14.34	\$8,045	\$14.65	\$8,219
9	1.160	\$14.29	\$8,017	\$14.59	\$8,185	\$14.91	\$8,365
15	1.200	\$14.78	\$8,292	\$15.10	\$8,471	\$15.42	\$8,651
18	1.230	\$15.15	\$8,499	\$15.47	\$8,679	\$15.81	\$8,869

<b>Educational Aides/Library Aides</b>							
6.5 x 181 = 1176.5 work hours/6.5 x 188 = 1222 paid hours (7 Holidays)							
		<b>2018-2019: 2.5%</b>		<b>2019-2020: 2.15%</b>		<b>2020-2022: 2.15%</b>	
Step	Index	Per/Hour	Yearly	Per/Hour	Yearly	Per/Hour	Yearly
1	1.000	\$12.63	\$15,434	\$12.90	\$15,764	\$13.18	\$16,106
2	1.020	\$12.88	\$15,739	\$13.16	\$16,082	\$13.44	\$16,424
3	1.040	\$13.14	\$16,057	\$13.42	\$16,399	\$13.71	\$16,754
4	1.060	\$13.39	\$16,363	\$13.67	\$16,705	\$13.97	\$17,071
5	1.080	\$13.64	\$16,668	\$13.93	\$17,022	\$14.23	\$17,389
10	1.120	\$14.15	\$17,291	\$14.45	\$17,658	\$14.76	\$18,037
15	1.150	\$14.52	\$17,743	\$14.84	\$18,134	\$15.16	\$18,526