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NEGOTIATED AGREEMENT BETWEEN

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/  
AFSCME Local 4/AFL-CIO

LOCAL #327

AND THE

HAMILTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

**July 1, 2022 – June 30, 2025**

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## ARTICLE 1

### PREAMBLE AND DEFINITIONS

1.1 This Agreement is entered into between the Hamilton Local School District Board of Education and the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO) and its Local #327.

1.2 Definitions

- A. Agreement - This negotiated agreement between the Board and the Union.
- B. Board - Board members, agents, administrators and all others acting on the Board's behalf as directed by the Board of Education.
- C. Board of Education - The Hamilton Local Board of Education as a corporate entity acting in its official capacity.
- D. Day or Workday - A week day other than a school recognized holiday, unless otherwise indicated.
- E. District - The Hamilton Local School District.
- F. Employee - A member of the Local #327 bargaining unit.
- G. FMCS - Federal Mediation and Conciliation Service
- H. Local - Local #327.
- I. OAPSE/AFSCME Local 4/AFL-CIO - The Ohio Association of Public School Employees.
- J. Superintendent - Superintendent or designee.
- K. Union - OAPSE/AFSCME Local 4/AFL-CIO.

## **ARTICLE 2**

### **MASTER AGREEMENT**

- 2.1 The Board and the Union acknowledge that during negotiations which preceded this Agreement, each party has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining and that all the understandings 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.
- 2.2 The written provisions of this Agreement constitute the whole and entire Agreement (including any and all understandings) between the parties concerning any and all matters within the scope of collective bargaining. Any matters or subjects not covered herein have been waived by the parties for the life of this Agreement. All other previously negotiated agreements are not incorporated herein and are null and void and of no further force or effect.

**ARTICLE 3**

**SCOPE OF REPRESENTATION**

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement shall be exclusively within the scope of representation.

## ARTICLE 4

### MANAGEMENT RIGHTS

The Board of Education, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing the right:

- 4.1. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of the employee.
- 4.2. To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into contracts with private vendors for services.
- 4.3. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees.
- 4.4. To determine the number and kinds of personnel required in order to maintain the efficiency of District operations.
- 4.5. To build, move or modify facilities, establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 4.6. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Ohio and the Constitution and Laws of the United States.
- 4.7. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board.

**ARTICLE 5**

**RECOGNITION**

- 5.1. The Board of Education hereby recognizes the Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO) and its Local #327, as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following described unit. The recognition of this Union shall be for the terms of this Agreement.
- 5.2. The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule:
- |                          |                        |
|--------------------------|------------------------|
| A. Custodians            | E. Food Service/Cooks  |
| B. Maintenance/Mechanics | F. Educational Aides   |
| C. Secretaries           | G. Computer Technician |
| D. Transportation        |                        |
- 5.3. For the purpose of this Agreement the following are excluded from the bargaining unit:
- A. Secretary to Superintendent
  - B. Substitutes
  - C. Supervisors
  - D. Clerks in the Treasurer's Office
  - E. Clerical employees in District Administrative Office
  - F. Special Education Secretary/Administrative Offices Receptionist



## ARTICLE 6

### NEGOTIATIONS PROCEDURES

#### 6.1. Directing Requests

- A. Requests for meetings shall be made from the Union not less than sixty (60) days prior to the expiration of the Agreement. The Union shall also file a copy of the above notice with the State Employment Relations Board of its request to negotiate.
- B. A meeting shall be set within ten (10) days of such request to open negotiations unless there is agreement otherwise.
- C. The bargaining agenda will be set at this initial meeting and no additions shall be made without mutual consent. All necessary subsequent meetings shall be held at times and places mutually agreed to by both parties.

#### 6.2. Meetings

Representatives designated by the Board of Education will meet with representatives designated by the Union for the purpose of discussing and reaching agreements. Neither party shall have control over the selection of the other party's team members. While no agreement shall be executed without ratification by the Union and final approval by the Board of Education, the negotiating teams have the responsibility to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. No more than one (1) Staff Field Representative of OAPSE/AFSCME may negotiate on behalf of the Union. No more than one (1) attorney may negotiate on behalf of the Board, except for training purposes.

#### 6.3. Assistance

- A. If consultants are needed to clarify issues, they may speak only to previously agreed to issues in an advisory capacity.
- B. Either party may call upon professional or other consultants to assist in negotiations for informational purposes. The expense of such consultants shall be borne by the party requesting them.

#### 6.4. Public News Releases

At the conclusion of negotiations, public news releases may be issued by either party providing a copy of such release is submitted to the other party in advance of the release.

6.5. Study Committee

The parties may appoint and hold study committees to research, study, and develop reports, and make recommendations on matters under consideration. The committees shall report findings to the parties.

6.6. Progress Reports

With the approval of both parties, reports may be issued jointly.

6.7. Exchange Of Information

The Board agrees to furnish the Union's Negotiation Committee, upon reasonable request, all available information concerning financial resources of the District. Such information will include the tentative budget, before it is scheduled to be adopted, as well as preliminary budgetary proposals, requirements, allocations, and such other information as will assist the Union in developing intelligent, accurate, and constructive programs on behalf of the employees.

6.8. Agreement

- A. As negotiated issues are agreed to, they shall be reduced to writing and initialed and dated by the chief negotiator of each party. Such initialing shall mean that Tentative Agreement has been reached by both parties on that issue only. All initialed and dated issues shall be presented as a package and submitted to finalization by ratification by the membership of the Union and final adoption by the Board of Education.
- B. When an Agreement is reached through negotiations, the package in its entirety shall be reduced to writing. Both parties shall review the Agreement together to determine its accuracy. When the Agreement has been reduced to its final form, it shall be submitted to the Union for its ratification. If and when the Agreement is adopted by the Board, the Agreement shall become part of the official Board minutes. Said Agreement shall be signed by the Board's representative and by the Union's representative. The Agreement shall constitute a modification of the contents of this Agreement.
- C. When the Agreement is signed by the Board's representative and by the Union's representative the agreement shall be made available in electronic (pdf) form to both parties. If the Union wishes to have hard copies printed, the Union shall incur all expenses associated with the printing and distribution.

- D. Prior to the Negotiated Agreement being presented to the Union or to the Board, each member of both negotiating teams shall pledge to recommend adoption of the Tentative Agreement.

6.9. Impasse Procedures

- A. In the event an Agreement is not reached by negotiations within forty-five (45) days of the initial negotiation session between the parties, either of the parties shall have the option of declaring impasse. The time period may be extended by mutual agreement.
- B. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the positions of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
- C. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.
- D. The parties shall jointly prepare a request for a Mediator and direct such request to the FMCS.

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

- E. The Mediator has no authority to recommend or to bind either party to any agreements.
- F. The parties intend for the impasse procedures contained in Sections A through E above to supersede the statutory impasse procedures contained in O.R.C. Section 4117.14.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### 7.1 Definitions and General Information

- A. A grievance is an alleged violation of the specific provisions of this Agreement.
- B. A grievant is defined as any employee or group of employees who is bringing a grievance.
- C. The immediate supervisor is the lowest level administrator having line supervisory authority over the grievant, who has been designated to adjust grievances. Employees will be informed of their designated immediate supervisor.
- D. A grievant may be represented by the Union at any stage of the grievance process. Any of the timelines contained in this Article may be extended by mutual agreement.

#### 7.2 Informal Level

- A. Within ten (10) days after the employee had knowledge of the act or condition on which a grievance shall be based, the employee or group of employees shall attempt to resolve it by an informal conference with the immediate supervisor. The grievant and the immediate supervisor must sign the Grievance Form indicating that the informal conference has occurred.
- B. If the grievant does not request and participate in an informal level conference within ten (10) workdays after the employee had knowledge of the act or condition on which the grievance is based, then the grievance will be waived.

#### 7.3. Procedure:

- A. Step 1: Immediate Supervisor. Within five (5) workdays after the Informal Level conference above, the grievant will present the grievance in writing on the Grievance Form to his/her immediate supervisor. The formal written grievance will be date and time stamped and initialed by the immediate supervisor or their secretary and a copy will be given to the grievant. If the written grievance is not filed within five (5) workdays after the informal conference, then the grievance will be waived.

The grievance statement will be a clear, concise statement of the facts of the alleged violation-giving rise to the grievance and the relief sought. This statement will contain the citation of specific Article, section and paragraph allegedly violated.

Within ten (10) workdays after receiving the written grievance, the immediate

supervisor will communicate a written decision to the employee. The formal written decision will be date and time stamped and initialed by the immediate supervisor and a copy will be given to the grievant.

- B. Step 2: Superintendent. In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the Grievance Form to the Superintendent within ten (10) workdays. The formal written grievance must be delivered to the Superintendent's secretary and will be date and time stamped and initialed by the Superintendent's secretary and a copy will be given to the grievant. The Superintendent will conduct a hearing into the allegations within ten (10) workdays of receiving the appeal. The Superintendent will communicate a written decision to all parties within ten (10) workdays after conducting the hearing.
- C. Step 3: FMCS Mediation. In the event that the grievant and the Union are not satisfied with the decision at Step 2, the Union shall request FMCS mediation. The mediation request shall be filed with the Board Treasurer's office no later than ten (10) workdays following receipt of the Step 3 decision. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a mediator. The mediator will conduct a mediation session in accordance with FMCS procedures.
- D. Step 4: Arbitration. In the event the grievance is not satisfactorily resolved at Step 4, the Union may submit a request in writing that the grievance be submitted to binding arbitration. The written request shall be submitted within ten (10) workdays of the Step 4 mediation session. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by FMCS. If the parties are unable to select an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted to FMCS. The selection of the arbitrator and the conduct of the arbitration shall be governed by FMCS rules, except that either party may request a second list of arbitrators.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel expenses, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between the parties in any manner or under any circumstances without the prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the court reporter shall pay for the court reporter, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the court reporter.

The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. He/she shall have the authority only to determine whether or not there has been violation of this Agreement in the respect

alleged by the grievant(s). The decision of the arbitrator shall be based solely upon the evidence and the agreements presented by the respective parties in the presence of each other. No decision rendered by the arbitrator shall be retroactive beyond the payroll period prior to the filing of a grievance. The arbitrator shall have no power to render an award on any grievance occurring before or after the terms of this Agreement.

7.4. Employee-Processed Grievance

An employee may present a grievance directly and have such grievance adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union is present at the time of adjustment. The Union shall be provided copies of any grievance filed by employees directly and any responses by the District.

7.5. Timelines

Any grievance not timely advanced to the next step shall be null and void. Any grievance not timely processed by the Board shall be automatically advanced to the next step.

**ARTICLE 8**

**DISCRIMINATION**

8.1. Discrimination Prohibited

No employee shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, ethnic origin, religion, or marital status. Also, to the extent prohibited by law, no employee shall be discriminated against because of age, sex, or disability.

8.2. No Discrimination Relative To Union Activity

Neither representatives of the Board nor members of the Union shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the exercise of rights to engage or not engage in protected Union activity.

**ARTICLE 9**

**SAVING CLAUSE**

9.1. If any provisions of this Agreement or any application thereof shall be found contrary to law, such provision or application shall not be valid, but all other provisions or applications

shall continue in full force and effect. A representative of each party will meet to discuss any change that should be made on the provisions so affected.

- 9.2. If agreed to by both parties, any part of this Agreement may be renegotiated prior to its expiration date. If changes in this Agreement are desired, written notification shall be given by the party proposing the changes. Negotiations shall occur in accordance with procedures in this Agreement.

## ARTICLE 10

### EMPLOYMENT

#### 10.1. Employment Contract Rights

- A. Effective January 14, 2019 all newly hired, regular support staff employees, including regular hourly rate and per diem employees, enter into written contracts for their employment, which are for a period of not more than one year. If such employees are rehired at the end of their first contracts, their three subsequent contracts are for periods of two years each. After the expiration of the third two-year contract, if the contract of an employee is renewed, the employee receives a continuing contract.

All staff hired before January 14, 2019 will be grandfathered from this change and will remain as follows: if rehired at the end of their first contract, their subsequent contract is for a periods of two years. After expiration of the two-year contract, if the contract of an employee is renewed, the employee receives a continuing contract.

- B. Employment contracts shall contain each employee's hourly rate and the number of paid holidays. Salary notices will be given to all employees by July 1 in accordance with O.R.C. Section 3319.082.

#### 10.2. Vacancies

When the Board determines that a vacancy exists, it shall be posted for a period of two (2) days. Any qualified employee may apply for the vacant position in writing or by email to the Superintendent, prior to the expiration of the posting. In selecting the applicant, the following principles may apply:

- A. Each vacancy posting shall contain the following: classification, location of the position, hours to be worked, base rate of pay, and the minimum qualifications for the position.
- B. The most senior employee within the classification of the vacant position will be awarded a probationary period for the position if he/she meets the minimum qualifications of the job. The probationary period shall be for a period of two (2) consecutive days. During the probationary period, the Board may return the employee to his/her previous position or the employee may choose to return to

his/her previous position. The employee may request a conference with the Superintendent/designee to discuss the reasons for the decision. The decision of the Board to return the employee is not greivable.

- C. For secretaries and in circumstances where a vacancy exists in classifications that are not currently working (i.e. SUMMER BREAK), they will be considered by the normal seniority protocols (Section B). The administration may choose an interview to consider the candidate instead of a 2 day trial.
- D. If the initial applicant does not remain in the position beyond the probationary period, the Board will award another two (2) day probationary period to the second most senior applicant within the classification of the vacant position. If there are less than two (2) applicants from within the classification, the probationary period will be provided to the most senior qualified applicant from outside the classification, if any. A maximum of two probation periods are required for the filling of any vacancy.
- E. Employees may not bid on a new position if it will result in a regular schedule of more than forty (40) hours per week, unless the employee will be vacating his/her current position if the new position is awarded.
- F. If the vacancy is not filled by the above-described process, the Board may employ any inside or outside applicant, at its discretion.
- G. All vacancies to be filled shall be filled within sixty (60) days of posting. Every effort will be made to fill all posted vacancies within sixty (60) days of the posting. If additional time is needed the Superintendent will meet with the Union President to discuss the extension of time needed and must mutually agree on any extension. The Superintendent, may at their discretion, elect to not fill a posted vacancy after it has been posted but cannot fill that vacant position with a substitute.
- H. Nothing in the foregoing procedure for filling vacancies shall detract from the right of the Board to temporarily fill vacancies, without regard to seniority, until such time as a permanent replacement is secured through application of the appropriate employment procedures and the provisions of this Section.
- I. Notwithstanding the foregoing, the following procedures shall apply to filling vacancies in bus driver positions. When a vacancy occurs for a bus driver position, it shall be posted under Section 10.2 and the most senior bus driver applying shall be awarded the vacant position. The vacated position will also be posted under Section 10.2 and the most senior bus driver applying shall be awarded the vacant position. However, the position vacated by that bus driver shall be filled by the Administration with either an internal or external applicant, at its discretion. No driver may change routes through this procedure more than once in any school year.
- J. In the event the Board creates a new classification, the Union shall be notified and if the Union believes the classification to be within the bargaining unit, it may



request that the Board meet to determine whether such classification is within the bargaining unit. Such request must be within two weeks of the creation of the classification. If it is determined the classification is within the bargaining unit, the Union and the Board shall negotiate to establish the appropriate wage schedule for the classification.

### 10.3. Salary Schedule Placement

- A. For purposes of salary schedule placement, a year of work experience shall be for not less than one hundred seventy-five (175) workdays of any school year for eleven (11) and twelve (12) month employees, and not less than one hundred twenty (120) workdays in any school year for nine (9) and ten (10) month employees.
- B. An individual newly employed by the Board of Education may be given credit for up to six (6) years of experience on the salary schedule if previous work experience is similar to the job description the applicant is seeking. Otherwise, all new employees shall start at the beginning of the salary schedule.
- C. Current employees who are selected for a position in a higher paying classification shall move to the next step on the new schedule which carries an hourly rate that is higher than their current hourly rate.
- D. Current employees who are selected for a position in a lower paying classification shall be given credit on the salary schedule for his/her years of experience in the District, up to a maximum of six years.

### 10.4. Reduction In Force

- A. Whenever there is a reduction in the number of employees within a job classification, the employee with the lowest seniority within that job classification shall be the first laid off. The exception to this is if an employee who is scheduled to be laid off has previously worked in another classification in the District and is still qualified to work in that previous classification. If the employee to be laid off has worked in that previous classification within the last three (3) years he/she is automatically eligible to bump the least senior employee in that previous classification as long as the bumping employee is more senior than the bumped employee. If the employee to be laid off has not worked in the previous classification within the last three (3) years, the Board has the discretion on whether to allow the employee to bump. That decision by the Board is not grievable.
- B. Should there be a reduction in force in accordance with this policy, recall shall be made in inverse order of layoff. An employee who has been laid off shall remain on the recall list for a period of two (2) years from the effective date of the layoff. All employees who are to be recalled must be offered reinstatement in writing by certified mail. It shall be the duty of the laid off employee to maintain a current address with the District. Such employee shall have five (5) workdays to respond

in writing to the office of the Superintendent in accepting a position. Failure to do so removes one's eligibility from the recall list.

- C. Senior employees shall not suffer a loss of employment inconsistent with the layoff and recall as well as the seniority provisions included in the Agreement. Layoffs shall not constitute an interruption in service.

#### 10.5. Seniority

- A. Classification seniority shall be defined as the employee's service with the Board of Education from the most recent date of hire or fill of a vacancy (Subject to Article 10.2) into that particular classification as a regular employee.
- B. System Seniority shall be defined as the employee's service with the Board of Education from the most recent date of hire as a regular employee.
- C. Most recent date of hire shall be defined as the date on which an employee was employed without an interruption of service. An interruption of service does not include layoff, leaves of absences paid or unpaid, vacations, nor holidays.
- D. A seniority list by job classification shall be posted in a conspicuous place by September 1<sup>st</sup> of each year, and updated yearly.

#### 10.6. Job Descriptions

The Board shall develop, print, and post on the District Web Site complete job descriptions containing duties, responsibilities, and the immediate supervisor.

#### 10.7. Evaluation

- A. All employees shall be evaluated annually by their immediate supervisor/designee. Employees shall be evaluated in all aspects of their particular work assignment. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the employee's supervisor. No complaint shall be included in the personnel file or used as a basis of appraisal until such employee has been made aware of said complaint and has an opportunity to respond thereto.
- B. Any negative evaluation shall include specific recommendations for improvements.

#### 10.8. Hours of Work and Overtime

- A. Any employee(s) working more than forty (40) hours in a week shall be paid time and one-half (1-1/2) for each hour worked in excess of forty (40). No employee shall work more than forty (40) hours in a week without prior authorization of the Superintendent.

- B. The base hourly rate that will be used for making the overtime calculation will be the hourly rate applicable to the work that is actually performed after the fortieth hour in a particular work week. For example, if an employee works at two or more different jobs during a work week, the base hourly rate for overtime will be determined by the particular job that is being performed after the fortieth hour in the work week. If more than one job is performed after the fortieth hour in the work week, overtime will be apportioned based on the number of hours performed in each job, at time and one-half the hourly rate for the hours of each job that were performed.

If the calculation discussed above would result in a lower "base" hourly rate for overtime purposes than the employee's hourly rate in his/her regular job, then the employee's regular hourly rate will be used for purposes of computing overtime.

- C. All work performed on Sundays (excepting 3<sup>rd</sup> shift custodians, who begin their shifts at 10:00pm on Sunday evening) and declared school holidays shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay regardless of having worked forty (40) hours during the week.
- D. Any regular employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work, unless the particular assignment can be completed at home using a cell phone or computer, then the employee will be compensated in 15 minute intervals. If these hours exceed the normal forty (40) hour workweek, compensation shall be at the time and one-half rate.
- E. "Extra duty" is defined as hours of work or duties that are beyond the regular hours or duties for a position. The Board has the exclusive right to determine when extra duty will be necessary. The Board will only require an employee to work mandatory extra duty in an emergency. When mandatory extra duty is required the least senior available employee(s) in the relevant classification and building will be required to work, unless the circumstances require immediate attention.

Regular employees in the relevant classification in each building will be given the opportunity to work extra duty prior to a sub being called in. Extra duty rotation lists will be established by classification in each building. Extra duty will be offered using the rotation lists when a separate call-in is required. The rotation list will not be used when the extra duty is a continuation of the employee's regular workday. Nothing in this Section prevents the Board from using a substitute to replace an absent employee, or from using a substitute to work extra duty if a regular employee does not accept or is unavailable to perform the extra duty.

This Section E does not apply to bus drivers.

- F. Extra duty for lunchroom personnel must be pre-approved by the Superintendent. Extra duty for lunchroom personnel shall be for a minimum of thirty (30) minutes and will be paid in intervals of fifteen (15) minutes for all time worked beyond the initial thirty (30) minutes.
- G. Comp time usage must be approved in advance by the appropriate supervisor.

#### 10.9. Holidays

- A. The salary schedule includes compensation for the following holidays for nine (9) and ten (10) month employees:
  - 1. New Year's Day
  - 2. Martin Luther King Day
  - 3. Memorial Day
  - 4. Good Friday
  - 5. Labor Day
  - 6. Thanksgiving Day
  - 7. Christmas Day
- B. In addition, the salary schedule includes compensation for the following holidays for all eleven (11) and twelve (12) month employees:
  - 1. Independence Day
  - 2. Day After Thanksgiving
  - 3. December 24th, 26th, and 31<sup>st</sup>
  - 4. Juneteenth
  - 5. Presidents' Day\*

\* (If the adopted school calendar dictates Presidents' Day as a student attendance day this holiday will be a normal workday for employees)

- C. All maintenance and custodial employees are granted two (2) additional days in conjunction with Spring Vacation based on the school calendar each year. The Spring Vacation must be a minimum length of two (2) days (excluding Good Friday) for the additional days to be granted. If for any reason the Spring Vacation is not included in the school calendar, the additional days will not be granted.
- D. When a recognized holiday falls on a weekend, Friday will be the day off if Saturday is the holiday. If a holiday falls on a Sunday, Monday will be the day off.
- E. No employee except custodians and maintenance shall have to work on regularly scheduled school holidays.

10.10. Vacations

- A. Vacations for all employees may be taken during any month of the contractual year subject to the approval of the immediate supervisor. Between March 1 and September 30 not more than one (1) employee from any building or department may take vacation at the same time unless approved by the immediate supervisor. Any vacation days must be approved by the employee's immediate supervisor ten (10) working days in advance. An employee can carry over up to five (5) total days of vacation into the next vacation year (July through June). Unused vacation days can transfer to sick leave at 100% not to exceed 10 days.
- B. Requests for vacations shall be submitted and determined as follows:
- Requests for vacations between September 1 through the end of the school year shall be submitted to the immediate supervisor by August 15;
  - Requests for vacations between the end of the school year and August 31 shall be submitted to the immediate supervisor by March 1;
  - Preferences for vacations shall be granted in accordance with seniority for each vacation request taken in increments of three (3) days or more, provided such requests are submitted in a timely manner;
  - Where a vacation request is untimely, no preference shall be given to seniority and vacation shall be granted on a first-come basis.
- C. Vacation will be credited at the beginning of each contract year. If an employee leaves the employment of the District during the contract year, vacation will be prorated based on the amount of time worked during the year, and the employee's last paycheck will be adjusted up or down accordingly.

10.11. Vacation Schedule

- A. All employees who work a twelve (12) month contractual year will receive vacation benefits with full pay in accordance with the following schedule:

<b>YEARS OF SERVICE CREDIT</b>	<b>DAYS OF VACATION</b>
1 but less than 5 years	10 days
5 but less than 10 years	12 days
10 but less than 15 years	15 days
15 but less than 20 years	17 days
20 but less than 25 years	22 days
25 years and above	25 days

10.12. Calamity Day

Employees who are required to work on calamity days by the Superintendent/designee shall receive one and one-half (1-1/2) times their regular hourly pay for all hours worked,

in addition to the regular day's pay. Dismissing school early would not constitute a calamity day.

10.13. Salary

- A. All salaries shall be calculated and published with the hourly rate and copies of the schedule attached to this Agreement as Appendix A. Employee's compensation shall be uniform for like positions except for salary increments based on length of service. Employees shall receive per the following:

Effective 7-1-22      3% increase

Effective 7-1-23      3% increase

Effective 7-1-24      2% increase

The above increases include steps and are reflected in the salary schedule contained in this agreement.

There will be a one-time hazard pay awarded of \$500 paid by Sept 16, 2022 to all classifications.

Also, there will be a one-time payment of \$500 paid by Sept 16, 2022 to current bus drivers only as of this paydate.

- B. The Superintendent may designate head custodians in each building, one (1) for the day shift and one (1) for the night shift. The head day custodian will be responsible for additional duties such as coordinating supply and equipment orders, repairs, and serve as the liaison to the building principal and the Superintendent. The head night custodian will be responsible for additional duties such as building security and serve as the liaison to the building principal and the Superintendent. All head custodians are non-supervisory positions.
- C. A regular employee substituting in a higher job classification shall receive compensation for the higher classification whenever such substitution is necessary.
- D. If a regular part-time employee is working as a substitute in his/her own classification, the employee will receive their regular hourly rate of pay for the substitute service. If a regular part-time employee is substituting outside of his/her normal classification, he/she will be paid at the Step 0 rate for the classification in which he/she is subbing.

#### 10.14. Pay Periods And Payroll Deductions

- A. The Board agrees to provide each employee with a bi-weekly pay period plan and to make payroll deductions for professional dues, group health insurance, approved supplementary group health insurance, tax sheltered annuities, PEOPLE, and Franklin County Credit Union. To be eligible for payroll deduction at least five (5) employees must request payroll deduction at the time of the initial request.
- B. All employees will have their pay deposited directly through electronic transfer to a financial institution participating in the automatic clearing house system. Members desiring to change financial institutions must allow no less than two (2) weeks notification prior to such change being implemented.
- C. Direct deposit notices will be distributed electronically every other Friday based upon the following contingencies:
  - 1. No employee can be paid before regular services are rendered.
  - 2. Employees will be paid by direct deposit every other Friday. If necessary to accommodate the school calendar, there may be a three (3) week period between the last check received in September and the first check in October.
- D. Payroll deductions will be made uniformly and equally over bi-monthly pays with the exception that Union dues shall be deducted in nine (9) consecutive monthly installments from October through June of any school year.
- E. Unless Membership/Dues Authorization is revoked in accordance with the OAPSE Membership/Dues Authorization Application that was signed by the member, Membership/Dues Authorization shall continue from year to year.
- F. The Board agrees to promptly remit all deductions monthly no later than the fifth (5th) working day of the month following the collection of all payroll deductions of the preceding month. Organizations must submit the necessary invoices in order that the Treasurer may transmit deductions to their proper source.
- G. It is the responsibility of the Union to resolve any and all errors and adjustments with its member from said payroll deductions. The Union shall indemnify and hold the Board harmless from any and all claims, demands, or suits, or any other action arising from the implementation of this Article.

#### 10.15. Mileage Reimbursement

Authorized travel will be reimbursed at the IRS mileage rate.

#### 10.16. Miscellaneous

- A. The Board will make every effort to provide adequate employee parking.
- B. All employees shall participate in all in-service workshops designated to improve job performance.
- C. Any custodial or maintenance position requiring the removal or repair of asbestos as per the AHERA approved District "Management Plan" shall be provided with the appropriate training, equipment, supplies, and medical examination at Board expense.
- D. The District will not permit volunteers to perform duties performed by bargaining unit members.

#### 10.17. Jury Duty

Any employee who is required to serve on a jury shall, upon submission of proof of jury service, be paid his regular rate of pay (not to exceed eight (8) hours per day) for the regularly scheduled workdays lost while serving on the jury. Such leave shall not be deducted from sick leave. Time spent on Jury Duty shall not count against the attendance stipend.

#### 10.18. Discipline Action

- A. Disciplinary conferences and reprimands of an employee shall be in private. An employee shall be notified in writing of any disciplinary conference. An affected employee may, if he/she deems it necessary, request the presence of a Union representative. When such request is made, the conference shall not be delayed more than two (2) days due to the availability of the representative unless mutually agreed upon by the Superintendent and the Union representative. Such representative will be at the discretion of the employee and shall not be denied.
- B. Except as otherwise provided in this Agreement, employees who are disciplined may appeal such action through the grievance procedure and where the discipline involves suspension or discharge, may take such grievance through the arbitration step of the grievance procedure.
- C. Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be progressive in nature.



#### 10.19. Personnel Files

- A. Employees shall have the right, upon request, to review the contents of their personnel file. Prior arrangements for such review shall be made with the Superintendent/designee. Upon request, an employee shall be entitled to have a representative of his/her choice to accompany him/her during such review.
- B. An employee, when reviewing the contents of his/her personnel file with the Superintendent/designee present, may indicate those obsolete, inaccurate, or inappropriate documents which he/she desires to have removed from his/her personnel file. Such documents shall be destroyed with the mutual consent of both parties.
- C. The Board agrees to protect the confidentiality of the employee's personnel file to the extent permitted by law.
- D. When a supervisor or administrator finds it necessary to make a notation in an employee's file, which reflects adversely upon the employee, the employee shall acknowledge having read such notation by signature on the actual document filed, with the understanding that such signature does not indicate agreement with its contents. The employee shall also have the right to respond to such notation within ten (10) days and said response shall be attached to the file copy.
- E. Should the employee and the Board disagree as to whether or not material contained in his/her file is obsolete, inaccurate, or inappropriate, then such dispute shall be subject to the grievance procedure.

#### 10.20. Licensure, Certification and Endorsements

Employees must update and maintain all licensure, certifications and endorsements. The district is not responsible to compensate for the above unless approved by the Superintendent/designee.

## ARTICLE 11

### SICK LEAVE

11.1. Fifteen (15) days sick leave shall be advanced annually to each unit member with the first pay of the contract in July, except when the unit member has exhausted all sick leave days in the prior year. If all sick leave is exhausted, the unit member will be advanced five (5) days of sick leave with the first pay of the contract year, then the member will earn 1.25 sick days in November and each month thereafter of the contract year. The District shall notify the member, in writing, of the reason why the advancement is only five (5) days by July 5th. Sick leave shall be accumulated to a maximum of three hundred (300) days. Sick leave may be used in minimum increments of one-half (1/2) day.

#### 11.2 Family Medical Leave

An eligible employee may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period because of the birth of a child or the placement of an adoption or foster care child with the employee or for care of a spouse, child, or parent who has a serious health condition. Such leave shall be taken in accordance with the Family Medical Leave Act (FMLA). Family medical leave shall run concurrently with sick leave. During such leave the bargaining unit member is entitled to the continuation of health benefits with the same level of Board contribution as exists during work time. For purposes of this Section, the prior twelve (12) month period is on a rolling basis. In cases in which the Board employs both husband and wife, the total amount of FMLA leave is twelve (12) weeks for the couple for the birth or adoption of a child.

11.3. Employees may use sick leave, upon notification of the appropriate administrator, for:

- A. Illness or personal injury of the employee.
- B. Exposure to contagious disease.
- C. Personal illness due to pregnancy.
- D. Illness, injury, or death in the employee's immediate family.

11.4. Immediate family is defined to include husband, wife, partners, children, parents, parents-in-law, grandparents, brothers, sisters, brothers- and sisters-in-law, or any person who immediately preceding such illness, injury, or death has been a member of the employee's household.

11.5. If the Superintendent closes school any employee on sick leave shall not be charged for the days schools are closed.

11.6. The Board may require a doctor's note to substantiate three or more days of consecutive absence.

- 11.7 The District shall recover all pay for unearned sick leave by a payroll deduction from the final check or severance payments. Employees will be permitted to reimburse the District for any sick leave days advanced, when not enough days were worked to earn back the advanced days, when an employee's service to the District is terminated by the employee or by the District.
- 11.8 The Board may require a statement from a physician when absence exceeds:
- A. Eight (8) full days per school year for nine (9) and ten (10) month employees.
  - B. Nine (9) full days per school year for eleven (11) month employees.
  - C. Ten (10) full days per school year for twelve (12) month employees.

11.9 Sick Leave Abuse

Shall be defined as misrepresentations of the actual reasons for charging an absence to sick leave, and may include chronic, persistent, or patterned use of sick leave. Indications of sick leave abuse may include but are not limited to the following:

- a. Persistent use of sick days the day before, or the day after, regularly scheduled days off.
- b. Persistent use of sick leave the day before, or the day after, a Holiday.
- c. Persistent call-offs for illness on Holidays for which the employee is scheduled to work.
- d. Persistent use of sick leave on the same day of the week, or month.
- e. Patterned use of sick leave on, or the day after, payday.
- f. Visual observation of an employee's activities while on sick leave which indicates that he/she is not using sick leave properly; such as recreating or attending social functions.

Sick leave abuse may result in disciplinary, up to and including termination. Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be progressive in nature.

- 11.10 Sick Leave up to a maximum of five (5) days, used for bereavement due to the death of the employee's husband, wife, children, grandchildren, parents, grandparents, brothers, and sisters, shall not count against the attendance stipend.

## ARTICLE 12

### PERSONAL LEAVE

- 12.1. All employees shall be granted three (3) days of personal leave per year without loss of salary. This leave may be used to transact personal business or attend to affairs of a personal nature, which cannot be done outside of the regular duty day. On the application request for personal leave, the employee is certifying that the reason for leave is not for items covered under sick leave, OAPSE leave, a non-religious holiday, personal pleasure, seeking or engaging in other employment, engaging in other income generating activity, vacation, or for any other unauthorized reason. Personal leave days may be used in one-half (½) day increments.
- 12.2. Up to two (2) unused personal leave days may be carried over into the following contract year, up to a maximum accumulation of five (5) total days per member at any one time.
- 12.3. Requests for one (1) or less day of leave must be submitted to the Superintendent at least two (2) days prior to the requested date.
- 12.4. Requests for two (2) or three (3) consecutive days of leave must state the reasons for leave and be submitted at least two (2) days prior to date of leave, except in emergencies. No more than three (3) days can be used consecutively.
- 12.5. When emergencies exist, a request may be submitted with less than twenty-four (24) hours notice if the reason for such leave is stipulated.
- 12.6. Personal leave may not be used for extension of school holidays or recesses, except in emergency cases or as authorized by the Superintendent. Any request during the last ten (10) days of the school year must stipulate in writing the reasons for the leave and obtain prior approval of the Superintendent.
- 12.7. Only six (6) percent of the employees in a classification within a building may be on personal leave at any one time, except in emergency cases or as authorized by the Superintendent. If six (6) percent falls between two numbers it will be rounded up.
- 12.8. Employees not using any sick leave and/or personal days and/or unpaid leave or portions thereof in a given nine (9) week grading period, as defined by employee's work calendar or during the summer, will be granted a stipend of \$400.00. Twelve-month employees who use more than ten (10) vacation days during the summer will not be eligible for the summer stipend. If an employee is subpoenaed as a witness, time missed for such testimony will not count against the above stipend. The first nine week period will begin on the employee's first day to report to work. The fourth nine week period will end on the employee's last day to report to work.

Employees who qualify for payment under this section, shall receive payment by the second pay period following the end of the relevant time period.

- 12.9. Employees who do not use all of their personal leave in a given contract year will, in addition to any other incentives contained in this Article, have one hundred percent (100%) of their unused personal leave for the year transferred to their sick leave account.

### **ARTICLE 13**

#### **UNPAID LEAVE**

- 13.1 Request for unpaid leave/dock days must be submitted to the Superintendent at least five (5) days prior to the date of requested leave, except in emergencies.
- 13.2 Employees must receive written approval from the Superintendent, in advance, for any unpaid leave/dock days.

### **ARTICLE 14**

#### **OAPSE LEAVE**

The Board will provide paid professional leave of three (3) days with no reimbursement of expenses for Union Delegates to attend the OAPSE/AFSCME Delegate Convention. No more than one (1) elected Delegate and one (1) Alternate may attend such Convention.

### **ARTICLE 15**

#### **RELEASE TIME**

- 15.1. The President of the Local may be granted two (2) additional personal leave days to conduct Local business on behalf of the membership. Such personal leave days shall be effective for the term of office. Hours used in this manner shall be reported directly to the immediate supervisor/building principal or Superintendent depending upon the responsibilities demanded during the requested leave time. Such leave may be taken in quarter (1/4) day increments.
- 15.2. Any employee working the second (2nd) shift may attend a Union Meeting once a month provided his/her work is completed at the end of his/her work shift. Maximum time allotted for meetings shall be one and one-half (1-1/2) hours.
- 15.3 The employer shall notify the President of the Local of each newly hired employee. The President of the Local shall be given up to 30 minutes of paid time (if applicable) to meet with the new hire for Union Orientation. Such orientation shall be in conjunction with the employer's new hire orientation or on the employee's first day of work (whichever is first). This is excluding the bus driver classification for employee and President for the 30 minutes of paid time to meet.

## **ARTICLE 16**

### **BUS DRIVERS**

- 16.1. The workday for bus drivers shall normally consist of a block of six (6) complete routes, a bus route being defined as transporting students one way, either from home to school or from school to home. It is understood that not all bus drivers may have six (6) complete routes, depending upon the number of students to be transported and grade levels in which students are enrolled. Each route equals one hour.
- 16.2. Every reasonable effort will be made for all blocks to be equal in time and mileage. The Superintendent shall approve all blocks before they are bid on. Bidding on the blocks shall be done in order of seniority.
- 16.3. The bus drivers' day shall include a pre- and post-route (block) bus inspection as required by law. The initial AM and PM pre-inspection must be conducted no later than fifteen (15) minutes prior to route departure time. All drivers must check in at the Office of Transportation before departing for their A.M. route.
- 16.4. The Transportation Supervisor shall meet quarterly with all contracted bus drivers. Meetings shall be scheduled at the conclusion of the last A.M. Route.
- 16.5. Annual Bus Wash – Drivers shall be compensated at the rate of one hundred dollars (\$100.00) for the washing (inside and outside) of his/her assigned bus.  
  
The Board will make appropriate equipment available for bus drivers to wash their bus. Each driver is required to wash the outside of his or her bus at least once per month, or at the request of the Transportation Supervisor.
- 16.6. The Board shall pay the cost of fingerprinting of all classifications required to have a background check upon employment. Board will also pay for full cost of required bus driver trainings.
- 16.7. Mid-day, pre-school routes will be bid and considered a 2 hour route. Thus some drivers may have eight (8) hours per day (a block of 6 complete routes and then this route).
- 16.8. Routes will be bid two weeks before school starts and will be posted and available to each individual driver three weeks before school starts, to accommodate changes made during the summer.

## ARTICLE 17

### FIELD TRIPS

#### 17.1 Assignment of Trips

- A. At the beginning of each quarter each driver will indicate in writing whether they want to be on the field trip list for that quarter.
  - B. If a driver signs up for trips for that quarter, he/she will be placed on a rotation list by seniority. Drivers on the list will take whatever trip comes up in the rotation at their turn. Drivers next in line for a trip must accept or refuse the trip immediately after being offered the trip, unless the trip would conflict with their regular route. If the trip conflicts with their regular route they will be offered the next available trip. For any situation in which a contractual driver is not willing to accept a trip, a reverse seniority list will be used to assign a driver. A medical excuse will be required to excuse the driver from the assigned trip (medical certificate must be signed by a physician).
  - C. A quarter is defined as a nine (9) week grading period. Each quarter will pick up where the last quarter left off. Drivers coming on new to the list for that quarter will be placed on the bottom of the list in seniority order.
  - D. Trips will be assigned on the fifth day before the trip is run, if they are in by that time. If a trip comes in less than five (5) days before it will be run, it will be assigned to the next driver on the list.
  - E. If a trip is accepted by a driver and then turned down, that driver will be skipped through the next rotation. A medical excuse will be required to excuse the driver from the assigned trip (medical certificate must be signed by a physician).
- 17.2 Any trip, which does not require the utilization of a school bus, is not subject to the provisions of this field trip policy.
- 17.3 Only those drivers that are regular employees of the Board shall be assigned field trips, unless all regular drivers have refused the field trip(s). During an emergency situation, the Transportation Supervisor and/or Superintendent reserves the right to assign field trips in the best interest of the students and District.
- 17.4 Compensation for all field trips shall be the hourly rate at the 10th Step of the bus driver's Salary Schedule. Drivers will be paid to the nearest fifteen (15) minutes including up to fifteen (15) minutes prior to departure time.
- 17.5 When a driver has accepted a field trip and reports to work at the time of the trip's departure and the trip has been canceled, the driver shall receive a minimum of one (1) hour pay at the 0 Step of the bus driver's salary schedule.

- 17.6 Drivers shall be paid no less than two (2) hours of any field trip. For a drop-off/pick-up field trip each direction is considered one field trip. There shall be no drop-off/pick-up field trip unless the filed trip is estimated to be longer than eight (8) hours and within a thirty (30) mile radius of the bus compound. The trip must also begin and end on the same day at the same location and be submitted on the same request form, where the supervisor/administrator has determined it is not required to remain at the site during the duration of the activity. In District trips during school hours shall not be drop-off/pick-up field trips.

## **ARTICLE 18**

### **ASSIGNMENT OF BUSES**

- 18.1. The Transportation Supervisor will be responsible for the utilization of all school buses owned by the Board, including newly purchased buses.
- 18.2. Utilization of new buses may include, but not be limited to, the following services:
- Educational field trips or extracurricular activities assigned to substitute bus drivers and assigned to regular bus drivers when their Board owned buses are in repair.

## **ARTICLE 19**

### **REST BREAK**

- 19.1. The standard work week for all ten (10), eleven (11), and twelve (12) month employees shall be forty (40) hours per week Monday through Friday (Saturday through Thursday for 3<sup>rd</sup> shift employees). This standard work week shall include a one-half (1/2) hour period for lunch daily. These full-time employees may also take a rest period of not more than ten (10) minutes a day. This ten (10) minute rest period shall be mutually determined by the affected employee and his/her immediate supervisor. Rest periods shall be taken at a time and in a manner so as to minimize interference with the productivity of the employee in his/her work unit. Employees working an approved ten (10) hour day shall receive one additional ten minutes rest periods.
- 19.2. Any ten (10), eleven (11), or twelve (12) month employee who is unable to utilize this break period during the instructional school year shall have the option of utilizing this rest break by extending the lunch break an additional period of ten (10) minutes.



## **ARTICLE 20**

### **SEVERANCE PAY**

- 20.1 Severance pay shall be granted to employees upon death or SERS retirement from the District. Severance pay shall consist of thirty percent (30%) of unused sick leave up to a maximum of two hundred sixty (260) days, not to exceed seventy (70) days, plus any days earned pursuant to Section 20.2.
- 20.2 Effective with the sick leave usage for the 1981-82 school year, an employee with less than ten (10) years service with the Board who uses no more than three (3) days of sick leave per year shall be granted one (1) additional day of severance pay. After an employee has been employed for ten (10) consecutive years by the Board an employee who uses no more than four (4) days of sick leave per year shall be granted one (1) additional day of severance pay.
- 20.2 Severance pay shall be considered to eliminate all sick leave credit accrued by the employee at the time of retirement or death. Such payment shall be made only once to any employee. Severance benefits shall be granted only to those employees who have five (5) or more years of continuous service with the District at the time of retirement or death.

## **ARTICLE 21**

### **SERS PICK-UP**

- 21.1. The Board will assume and pay (pick-up) contributions to the School Employees Retirement System (SERS) on behalf of its employees with the following terms and conditions:
- A. The amount to be assumed and paid on behalf of each employee shall be the total employee contribution as per SERS regulations. The employee's annual compensation shall be reduced by an amount equal to the amount assumed and paid by the Board.
  - B. The Board shall compute and remit all applicable contributions to the SERS based upon annual salary and/or earned compensation, which includes the amount of pick-up computed herein.
  - C. The assumed or pick-up percentage shall apply uniformly to all employees. No employee covered by these provisions shall have the option to elect a wage increase or any other benefits in lieu of the employer pick-up.

**ARTICLE 22**

**USE OF BUILDINGS**

22.1. Notification Of Use Of Buildings

Notice of meetings in any school building that requires the presence of a classified employee shall be provided by the building principal or immediate supervisor to the employee scheduled for duty immediately following the approval of such request by the Superintendent.

**ARTICLE 23**

**INSURANCE**

23.1. Employees will be provided the same insurance package (i.e. effective dates, coverage, employee deductions, etc.) as provided certificated employees.

23.2 COBRA

Any eligible employee who ends employment and/or loses health benefit coverage through the District may purchase the same health benefit coverage available to employees according to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or policies established by the insurer and/or the reinsurer of the District health benefits.

**ARTICLE 24**

**PROFESSIONAL LEAVE**

24.1 Any employee attending a professional seminar at the mutual request of the employee and the immediate supervisor, and approved by the Superintendent, will be reimbursed for the registration fee and reasonable expenses\*.

\*Reasonable Expenses

Meals - not to exceed \$35.00 per day.

Lodging - not to exceed \$50.00 per day.

Mileage - per IRS rate.

Registration Fee - as determined by sponsoring agency.

## **ARTICLE 25**

### **HEALTH, SAFETY, AND SANITATION**

- 25.1. It is understood that the Board of Education and all employees conform to and comply with all health, safety and sanitation requirements imposed by State and Federal Law or regulations. Periodic inspection reports received by Health, Fire and State Departments shall be on file and made available to the Union upon its request.
- 25.2. It is understood that any health, safety or sanitation concern should be called to the attention of the employee's supervisor immediately so corrective action can be made.
- 25.3. In the event that a consensus cannot be reached as to whether the condition is not in compliance, a Health, Fire, or State Department inspection will prevail.

## **ARTICLE 26**

### **DRUG AND ALCOHOL TESTING**

- 26.1 Bargaining unit employees are subject to a drug and alcohol testing program that fulfills the requirements of the Federal laws and guidelines and the Board of Education policy and guidelines.
- 26.2 Drug and alcohol testing will be implemented pursuant to Board Policy #EEACD.
- 26.3 School bus drivers and other employees who (1) as a condition on their employment are required to hold a commercial driver's license or (2) as a part of their employment duties, regardless of whether they are required to hold a commercial driver's license, drive, operate or maintain District-owned vehicles or equipment are subject to a drug and alcohol testing program as per Board Policy #EEACD.
- 26.4 All other full-time and regular short-hour employees in the bargaining unit are subject to a drug and alcohol testing program, as per Board Policy #EEACD, and will be subject to a 0.04 limit (0.04 or higher) for blood alcohol content.
- 26.5 All bargaining unit employees who test positive are subject to immediate termination. Employees terminated or otherwise disciplined for a positive test have no right of appeal, either through the grievance procedure or by any other legal action.

## ARTICLE 27

### TUITION WAIVER FOR FACULTY CHILDREN

27.1 Tuition waiver for support staff (classified employee) children shall be available under the following conditions:

- A. Unit members shall apply for tuition waiver on the form attached as Appendix C. Application for tuition waiver must be made by June 30 of each year, unless an exception is granted in writing by the Superintendent. A new application must be turned in each year even if the student is already enrolled in this program.
- B. Students enrolled pursuant to this program in the previous school year shall have preference over new applicants. All other applicants shall be prioritized according to application date.
- C. Students who are already enrolled in this program and who timely apply for enrollment for the succeeding school year may only be denied enrollment if the student fails to meet the criteria outlined in this Article.
- D. The school district is not required to enroll students under this program if the admission of the student would require any new or additional programs or classes, the hiring of any additional staff, or the spending of any money other than for routine supplies.
- E. Special needs students will be enrolled under this program only if enrollment levels in the applicable existing special needs class is less than seventy-five percent (75%) of the capacity as prescribed by Ohio Administrative Code Rule 3301-51-04.
- F. Once a student is enrolled in this program, if the student is evaluated for special education purposes the district of the custodial parents' residence must be involved in the evaluation process.
- G. The district is not responsible for transportation of students enrolled pursuant to this program.
- H. The district may deny admission to students who have been suspended or expelled from their previous or current school district within the last three (3) school years, and may deny or terminate the tuition waiver of a current student who has been suspended or recommended for expulsion from the Hamilton schools.
- I. The availability of programs at Eastland/Fairfield Career Centers to students who do not reside in the applicable residence area is solely subject to the rules and regulations of those career centers.
- J. OHSAA eligibility guidelines will be in effect for all students transferring to the district under this program.

ARTICLE 28

LABOR/MANAGEMENT COMMITTEE

28.1 There shall be a Labor/Management Committee consisting of not more than three (3) representatives for the Board and three (3) representatives for the Union. Meetings may be called by either party. Three (3) days prior to the meeting, the parties shall each submit proposed items for the agenda to the other party. Meetings shall be held when mutually agreed by the parties.

ARTICLE 29

DURATION AND IMPLEMENTATION

- 30.1 This Agreement shall be effective July 1, 2022 through June 30, 2025.
- 30.2 This Agreement supersedes any policy, rule, regulation or practice of the Board, which may be contrary or inconsistent with the terms of this Agreement.
- 30.3 If any provision of this Agreement or any application of this Agreement to the Board, the Union, or any of the employees who are covered by this Agreement is found to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions of this Agreement shall continue in full force and effect.

Jennifer R. Schubert  
Union President

8-17-22

Date

Nancy Robey  
Union Bargaining Team Member

8-17-22

Date

Jackie Camden  
Union Bargaining Team Member

8-22-22

Date

Mark D. Hatch  
OAPSE Representative

8/23/22

Date

Walter D. O'Leary  
Board President

8-17-22

Date

Mark Pyle  
Superintendent

8-22-22

Date

Debra Edler  
Treasurer

8-17-22

Date

\_\_\_\_\_  
Board Bargaining Team Member

Date

APPENDIX A

SALARY SCHEDULES

**COMPUTER TECH**

<u>YRS</u>	<u>22-23</u>	<u>23-24</u>	<u>24-25</u>
0	\$ 21.35	\$ 21.99	\$ 22.43
1	\$ 21.35	\$ 21.99	\$ 22.43
2	\$ 21.35	\$ 21.99	\$ 22.43
3	\$ 21.35	\$ 21.99	\$ 22.43
4	\$ 21.35	\$ 21.99	\$ 22.43
5	\$ 21.35	\$ 21.99	\$ 22.43
6	\$ 21.35	\$ 21.99	\$ 22.43
7	\$ 21.57	\$ 21.99	\$ 22.43
8	\$ 21.78	\$ 22.21	\$ 22.43
9	\$ 22.06	\$ 22.44	\$ 22.66
10	\$ 22.54	\$ 22.73	\$ 22.89
11	\$ 22.96	\$ 23.22	\$ 23.22
12	\$ 23.42	\$ 23.65	\$ 23.68
13	\$ 23.90	\$ 24.12	\$ 24.12
14	\$ 24.41	\$ 24.62	\$ 24.62
15	\$ 25.06	\$ 25.14	\$ 25.14
16	\$ 25.72	\$ 25.82	\$ 25.82
17	\$ 26.21	\$ 26.49	\$ 26.49
18	\$ 26.66	\$ 27.00	\$ 27.02
19	\$ 27.09	\$ 27.46	\$ 27.54
20	\$ 27.38	\$ 27.90	\$ 28.01
21	\$ 27.67	\$ 28.20	\$ 28.46
22	\$ 28.06	\$ 28.51	\$ 28.77
23	\$ 28.35	\$ 28.90	\$ 29.08
24	\$ 28.69	\$ 29.20	\$ 29.48
25	\$ 29.05	\$ 29.55	\$ 29.79
26	\$ 29.41	\$ 29.92	\$ 30.14
27	\$ 29.81	\$ 30.29	\$ 30.52
28	\$ 30.19	\$ 30.70	\$ 30.90
29	\$ 30.52	\$ 31.09	\$ 31.32
30	\$ 30.90	\$ 31.43	\$ 31.72

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

**DAY  
CUSTODIAN**

<b>YRS</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
0	\$ 19.92	\$ 20.51	\$ 20.92
1	\$ 19.92	\$ 20.51	\$ 20.92
2	\$ 19.92	\$ 20.51	\$ 20.92
3	\$ 19.92	\$ 20.51	\$ 20.92
4	\$ 19.92	\$ 20.51	\$ 20.92
5	\$ 19.92	\$ 20.51	\$ 20.92
6	\$ 19.92	\$ 20.51	\$ 20.92
7	\$ 20.11	\$ 20.51	\$ 20.92
8	\$ 20.32	\$ 20.72	\$ 20.92
9	\$ 20.57	\$ 20.93	\$ 21.13
10	\$ 21.01	\$ 21.19	\$ 21.34
11	\$ 21.42	\$ 21.64	\$ 21.64
12	\$ 21.84	\$ 22.07	\$ 22.07
13	\$ 22.28	\$ 22.50	\$ 22.51
14	\$ 22.78	\$ 22.95	\$ 22.95
15	\$ 23.38	\$ 23.46	\$ 23.46
16	\$ 23.92	\$ 24.08	\$ 24.08
17	\$ 24.47	\$ 24.64	\$ 24.64
18	\$ 24.88	\$ 25.20	\$ 25.20
19	\$ 25.26	\$ 25.63	\$ 25.71
20	\$ 25.54	\$ 26.02	\$ 26.14
21	\$ 25.81	\$ 26.31	\$ 26.54
22	\$ 26.17	\$ 26.59	\$ 26.84
23	\$ 26.45	\$ 26.95	\$ 27.12
24	\$ 26.78	\$ 27.24	\$ 27.49
25	\$ 27.11	\$ 27.58	\$ 27.78
26	\$ 27.44	\$ 27.92	\$ 28.13
27	\$ 27.81	\$ 28.26	\$ 28.48
28	\$ 28.16	\$ 28.64	\$ 28.83
29	\$ 28.49	\$ 29.01	\$ 29.21
30	\$ 28.86	\$ 29.35	\$ 29.59

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

## NIGHT CUSTODIAN

<b>YRS</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
0	\$ 20.15	\$ 20.76	\$ 21.17
1	\$ 20.15	\$ 20.76	\$ 21.17
2	\$ 20.15	\$ 20.76	\$ 21.17
3	\$ 20.15	\$ 20.76	\$ 21.17
4	\$ 20.15	\$ 20.76	\$ 21.17
5	\$ 20.15	\$ 20.76	\$ 21.17
6	\$ 20.15	\$ 20.76	\$ 21.17
7	\$ 20.35	\$ 20.76	\$ 21.17
8	\$ 20.56	\$ 20.97	\$ 21.17
9	\$ 20.82	\$ 21.17	\$ 21.38
10	\$ 21.27	\$ 21.44	\$ 21.60
11	\$ 21.67	\$ 21.91	\$ 21.91
12	\$ 22.10	\$ 22.32	\$ 22.35
13	\$ 22.53	\$ 22.76	\$ 22.77
14	\$ 23.02	\$ 23.21	\$ 23.22
15	\$ 23.64	\$ 23.71	\$ 23.71
16	\$ 24.29	\$ 24.35	\$ 24.35
17	\$ 24.69	\$ 25.02	\$ 25.02
18	\$ 25.14	\$ 25.43	\$ 25.52
19	\$ 25.54	\$ 25.89	\$ 25.94
20	\$ 25.82	\$ 26.31	\$ 26.41
21	\$ 26.08	\$ 26.60	\$ 26.83
22	\$ 26.43	\$ 26.87	\$ 27.13
23	\$ 26.72	\$ 27.22	\$ 27.40
24	\$ 27.05	\$ 27.52	\$ 27.77
25	\$ 27.37	\$ 27.86	\$ 28.07
26	\$ 27.70	\$ 28.20	\$ 28.42
27	\$ 28.07	\$ 28.53	\$ 28.76
28	\$ 28.42	\$ 28.91	\$ 29.10
29	\$ 28.74	\$ 29.28	\$ 29.49
30	\$ 29.11	\$ 29.60	\$ 29.86

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.



## HEAD DAY CUSTODIAN

YRS	22-23	23-24	24-25
0	\$ 20.37	\$ 20.98	\$ 21.40
1	\$ 20.37	\$ 20.98	\$ 21.40
2	\$ 20.37	\$ 20.98	\$ 21.40
3	\$ 20.37	\$ 20.98	\$ 21.40
4	\$ 20.37	\$ 20.98	\$ 21.40
5	\$ 20.37	\$ 20.98	\$ 21.40
6	\$ 20.37	\$ 20.98	\$ 21.40
7	\$ 20.57	\$ 20.98	\$ 21.40
8	\$ 20.78	\$ 21.19	\$ 21.40
9	\$ 21.05	\$ 21.40	\$ 21.61
10	\$ 21.51	\$ 21.68	\$ 21.83
11	\$ 21.91	\$ 22.15	\$ 22.15
12	\$ 22.36	\$ 22.57	\$ 22.59
13	\$ 22.80	\$ 23.03	\$ 23.03
14	\$ 23.26	\$ 23.48	\$ 23.49
15	\$ 23.88	\$ 23.96	\$ 23.96
16	\$ 24.42	\$ 24.60	\$ 24.60
17	\$ 24.96	\$ 25.15	\$ 25.15
18	\$ 25.41	\$ 25.71	\$ 25.71
19	\$ 25.80	\$ 26.17	\$ 26.22
20	\$ 26.07	\$ 26.57	\$ 26.69
21	\$ 26.34	\$ 26.86	\$ 27.10
22	\$ 26.70	\$ 27.13	\$ 27.39
23	\$ 26.98	\$ 27.50	\$ 27.67
24	\$ 27.30	\$ 27.78	\$ 28.05
25	\$ 27.64	\$ 28.12	\$ 28.34
26	\$ 27.98	\$ 28.47	\$ 28.68
27	\$ 28.33	\$ 28.82	\$ 29.04
28	\$ 28.67	\$ 29.18	\$ 29.39
29	\$ 29.00	\$ 29.53	\$ 29.77
30	\$ 29.37	\$ 29.87	\$ 30.12

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

## HEAD NIGHT CUSTODIAN

YRS	22-23	23-24	24-25
0	\$ 20.37	\$ 20.98	\$ 21.40
1	\$ 20.37	\$ 20.98	\$ 21.40
2	\$ 20.37	\$ 20.98	\$ 21.40
3	\$ 20.37	\$ 20.98	\$ 21.40
4	\$ 20.37	\$ 20.98	\$ 21.40
5	\$ 20.37	\$ 20.98	\$ 21.40
6	\$ 20.37	\$ 20.98	\$ 21.40
7	\$ 20.57	\$ 20.98	\$ 21.40
8	\$ 20.78	\$ 21.19	\$ 21.40
9	\$ 21.05	\$ 21.40	\$ 21.61
10	\$ 21.51	\$ 21.68	\$ 21.83
11	\$ 21.91	\$ 22.15	\$ 22.15
12	\$ 22.36	\$ 22.57	\$ 22.59
13	\$ 22.80	\$ 23.03	\$ 23.03
14	\$ 23.26	\$ 23.48	\$ 23.49
15	\$ 23.88	\$ 23.96	\$ 23.96
16	\$ 24.53	\$ 24.60	\$ 24.60
17	\$ 24.96	\$ 25.27	\$ 25.27
18	\$ 25.41	\$ 25.71	\$ 25.77
19	\$ 25.80	\$ 26.17	\$ 26.22
20	\$ 26.07	\$ 26.57	\$ 26.69
21	\$ 26.34	\$ 26.86	\$ 27.10
22	\$ 26.70	\$ 27.13	\$ 27.39
23	\$ 26.98	\$ 27.50	\$ 27.67
24	\$ 27.30	\$ 27.78	\$ 28.05
25	\$ 27.64	\$ 28.12	\$ 28.34
26	\$ 27.98	\$ 28.47	\$ 28.68
27	\$ 28.33	\$ 28.82	\$ 29.04
28	\$ 28.67	\$ 29.18	\$ 29.39
29	\$ 29.00	\$ 29.53	\$ 29.77
30	\$ 29.37	\$ 29.87	\$ 30.12

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

## AIDES

<b>YRS</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
0	\$ 19.50	\$ 20.08	\$ 20.49
1	\$ 19.50	\$ 20.08	\$ 20.49
2	\$ 19.50	\$ 20.08	\$ 20.49
3	\$ 19.50	\$ 20.08	\$ 20.49
4	\$ 19.50	\$ 20.08	\$ 20.49
5	\$ 19.50	\$ 20.08	\$ 20.49
6	\$ 19.50	\$ 20.08	\$ 20.49
7	\$ 19.69	\$ 20.08	\$ 20.49
8	\$ 19.89	\$ 20.29	\$ 20.49
9	\$ 20.14	\$ 20.49	\$ 20.69
10	\$ 20.59	\$ 20.75	\$ 20.90
11	\$ 20.97	\$ 21.21	\$ 21.21
12	\$ 21.38	\$ 21.60	\$ 21.64
13	\$ 21.73	\$ 22.03	\$ 22.03
14	\$ 22.06	\$ 22.38	\$ 22.47
15	\$ 22.45	\$ 22.72	\$ 22.83
16	\$ 22.98	\$ 23.12	\$ 23.18
17	\$ 23.37	\$ 23.67	\$ 23.67
18	\$ 23.80	\$ 24.07	\$ 24.15
19	\$ 24.18	\$ 24.51	\$ 24.55
20	\$ 24.44	\$ 24.90	\$ 25.00
21	\$ 24.70	\$ 25.18	\$ 25.40
22	\$ 25.04	\$ 25.44	\$ 25.68
23	\$ 25.30	\$ 25.79	\$ 25.95
24	\$ 25.61	\$ 26.06	\$ 26.31
25	\$ 25.92	\$ 26.38	\$ 26.58
26	\$ 26.24	\$ 26.70	\$ 26.90
27	\$ 26.60	\$ 27.03	\$ 27.23
28	\$ 26.94	\$ 27.39	\$ 27.57
29	\$ 27.25	\$ 27.74	\$ 27.94
30	\$ 27.61	\$ 28.06	\$ 28.30

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

## HEAD COOK

YRS	22-23	23-24	24-25
0	\$ 19.86	\$ 20.45	\$ 20.86
1	\$ 19.86	\$ 20.45	\$ 20.86
2	\$ 19.86	\$ 20.45	\$ 20.86
3	\$ 19.86	\$ 20.45	\$ 20.86
4	\$ 19.86	\$ 20.45	\$ 20.86
5	\$ 19.86	\$ 20.45	\$ 20.86
6	\$ 19.86	\$ 20.45	\$ 20.86
7	\$ 20.05	\$ 20.45	\$ 20.86
8	\$ 20.26	\$ 20.66	\$ 20.86
9	\$ 20.51	\$ 20.86	\$ 21.07
10	\$ 20.95	\$ 21.12	\$ 21.28
11	\$ 21.36	\$ 21.58	\$ 21.58
12	\$ 21.79	\$ 22.00	\$ 22.01
13	\$ 22.22	\$ 22.44	\$ 22.44
14	\$ 22.66	\$ 22.88	\$ 22.89
15	\$ 23.27	\$ 23.34	\$ 23.34
16	\$ 23.91	\$ 23.97	\$ 23.97
17	\$ 24.28	\$ 24.63	\$ 24.63
18	\$ 24.73	\$ 25.01	\$ 25.12
19	\$ 25.10	\$ 25.47	\$ 25.51
20	\$ 25.36	\$ 25.86	\$ 25.98
21	\$ 25.61	\$ 26.12	\$ 26.37
22	\$ 25.94	\$ 26.38	\$ 26.65
23	\$ 26.19	\$ 26.72	\$ 26.91
24	\$ 26.48	\$ 26.98	\$ 27.26
25	\$ 26.80	\$ 27.28	\$ 27.52
26	\$ 27.13	\$ 27.61	\$ 27.82
27	\$ 27.47	\$ 27.95	\$ 28.16
28	\$ 27.78	\$ 28.29	\$ 28.50
29	\$ 28.09	\$ 28.62	\$ 28.86
30	\$ 28.44	\$ 28.93	\$ 29.19

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

## COOK

YRS	22-23	23-24	24-25
0	\$ 18.74	\$ 19.30	\$ 19.69
1	\$ 18.74	\$ 19.30	\$ 19.69
2	\$ 18.74	\$ 19.30	\$ 19.69
3	\$ 18.74	\$ 19.30	\$ 19.69
4	\$ 18.74	\$ 19.30	\$ 19.69
5	\$ 18.74	\$ 19.30	\$ 19.69
6	\$ 18.74	\$ 19.30	\$ 19.69
7	\$ 18.93	\$ 19.30	\$ 19.69
8	\$ 19.11	\$ 19.49	\$ 19.69
9	\$ 19.36	\$ 19.69	\$ 19.88
10	\$ 19.77	\$ 19.94	\$ 20.08
11	\$ 20.15	\$ 20.37	\$ 20.37
12	\$ 20.55	\$ 20.75	\$ 20.77
13	\$ 20.96	\$ 21.17	\$ 21.17
14	\$ 21.41	\$ 21.59	\$ 21.59
15	\$ 22.00	\$ 22.06	\$ 22.06
16	\$ 22.60	\$ 22.66	\$ 22.66
17	\$ 22.95	\$ 23.28	\$ 23.28
18	\$ 23.39	\$ 23.64	\$ 23.75
19	\$ 23.77	\$ 24.09	\$ 24.12
20	\$ 24.04	\$ 24.48	\$ 24.57
21	\$ 24.29	\$ 24.76	\$ 24.97
22	\$ 24.62	\$ 25.02	\$ 25.25
23	\$ 24.88	\$ 25.36	\$ 25.52
24	\$ 25.18	\$ 25.62	\$ 25.87
25	\$ 25.49	\$ 25.93	\$ 26.14
26	\$ 25.81	\$ 26.26	\$ 26.45
27	\$ 26.14	\$ 26.59	\$ 26.78
28	\$ 26.46	\$ 26.93	\$ 27.12
29	\$ 26.77	\$ 27.26	\$ 27.47
30	\$ 27.14	\$ 27.58	\$ 27.80

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

## MAINTENANCE

YRS	22-23	23-24	24-25
0	\$ 21.35	\$ 21.99	\$ 22.43
1	\$ 21.35	\$ 21.99	\$ 22.43
2	\$ 21.35	\$ 21.99	\$ 22.43
3	\$ 21.35	\$ 21.99	\$ 22.43
4	\$ 21.35	\$ 21.99	\$ 22.43
5	\$ 21.35	\$ 21.99	\$ 22.43
6	\$ 21.35	\$ 21.99	\$ 22.43
7	\$ 21.57	\$ 21.99	\$ 22.43
8	\$ 21.78	\$ 22.21	\$ 22.43
9	\$ 22.06	\$ 22.44	\$ 22.66
10	\$ 22.54	\$ 22.73	\$ 22.89
11	\$ 22.96	\$ 23.22	\$ 23.22
12	\$ 23.42	\$ 23.65	\$ 23.68
13	\$ 23.90	\$ 24.12	\$ 24.12
14	\$ 24.41	\$ 24.62	\$ 24.62
15	\$ 25.06	\$ 25.14	\$ 25.14
16	\$ 25.72	\$ 25.82	\$ 25.82
17	\$ 26.21	\$ 26.49	\$ 26.49
18	\$ 26.66	\$ 27.00	\$ 27.02
19	\$ 27.09	\$ 27.46	\$ 27.54
20	\$ 27.38	\$ 27.90	\$ 28.01
21	\$ 27.67	\$ 28.20	\$ 28.46
22	\$ 28.06	\$ 28.51	\$ 28.77
23	\$ 28.35	\$ 28.90	\$ 29.08
24	\$ 28.69	\$ 29.20	\$ 29.48
25	\$ 29.05	\$ 29.55	\$ 29.79
26	\$ 29.41	\$ 29.92	\$ 30.14
27	\$ 29.81	\$ 30.29	\$ 30.52
28	\$ 30.19	\$ 30.70	\$ 30.90
29	\$ 30.52	\$ 31.09	\$ 31.32
30	\$ 30.90	\$ 31.43	\$ 31.72

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

## SECRETARY

YRS	22-23	23-24	24-25
0	\$ 19.71	\$ 20.30	\$ 20.71
1	\$ 19.71	\$ 20.30	\$ 20.71
2	\$ 19.71	\$ 20.30	\$ 20.71
3	\$ 19.71	\$ 20.30	\$ 20.71
4	\$ 19.71	\$ 20.30	\$ 20.71
5	\$ 19.71	\$ 20.30	\$ 20.71
6	\$ 19.71	\$ 20.30	\$ 20.71
7	\$ 19.91	\$ 20.30	\$ 20.71
8	\$ 20.11	\$ 20.51	\$ 20.71
9	\$ 20.36	\$ 20.71	\$ 20.92
10	\$ 20.81	\$ 20.97	\$ 21.13
11	\$ 21.23	\$ 21.43	\$ 21.43
12	\$ 21.68	\$ 21.87	\$ 21.87
13	\$ 22.08	\$ 22.33	\$ 22.33
14	\$ 22.54	\$ 22.75	\$ 22.78
15	\$ 23.16	\$ 23.22	\$ 23.22
16	\$ 23.82	\$ 23.86	\$ 23.86
17	\$ 24.23	\$ 24.53	\$ 24.53
18	\$ 24.64	\$ 24.96	\$ 25.02
19	\$ 25.03	\$ 25.38	\$ 25.45
20	\$ 25.29	\$ 25.78	\$ 25.89
21	\$ 25.56	\$ 26.05	\$ 26.29
22	\$ 25.92	\$ 26.33	\$ 26.57
23	\$ 26.19	\$ 26.69	\$ 26.85
24	\$ 26.51	\$ 26.98	\$ 27.23
25	\$ 26.84	\$ 27.31	\$ 27.52
26	\$ 27.17	\$ 27.64	\$ 27.85
27	\$ 27.53	\$ 27.99	\$ 28.20
28	\$ 27.87	\$ 28.35	\$ 28.55
29	\$ 28.19	\$ 28.70	\$ 28.92
30	\$ 28.57	\$ 29.04	\$ 29.28

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.

## BUS DRIVER

YRS	22-23	23-24	24-25
0	\$ 21.02	\$ 21.65	\$ 22.08
1	\$ 21.02	\$ 21.65	\$ 22.08
2	\$ 21.02	\$ 21.65	\$ 22.08
3	\$ 21.02	\$ 21.65	\$ 22.08
4	\$ 21.02	\$ 21.65	\$ 22.08
5	\$ 21.02	\$ 21.65	\$ 22.08
6	\$ 21.02	\$ 21.65	\$ 22.08
7	\$ 21.23	\$ 21.65	\$ 22.08
8	\$ 21.44	\$ 21.87	\$ 22.08
9	\$ 21.71	\$ 22.09	\$ 22.31
10	\$ 22.17	\$ 22.36	\$ 22.53
11	\$ 22.61	\$ 22.84	\$ 22.84
12	\$ 23.05	\$ 23.29	\$ 23.30
13	\$ 23.52	\$ 23.74	\$ 23.76
14	\$ 24.03	\$ 24.23	\$ 24.23
15	\$ 24.67	\$ 24.75	\$ 24.75
16	\$ 25.32	\$ 25.41	\$ 25.41
17	\$ 25.83	\$ 26.08	\$ 26.08
18	\$ 26.27	\$ 26.60	\$ 26.60
19	\$ 26.69	\$ 27.06	\$ 27.14
20	\$ 26.98	\$ 27.49	\$ 27.60
21	\$ 27.26	\$ 27.79	\$ 28.04
22	\$ 27.63	\$ 28.08	\$ 28.34
23	\$ 27.92	\$ 28.46	\$ 28.64
24	\$ 28.26	\$ 28.76	\$ 29.03
25	\$ 28.61	\$ 29.11	\$ 29.33
26	\$ 28.97	\$ 29.47	\$ 29.69
27	\$ 29.36	\$ 29.83	\$ 30.06
28	\$ 29.73	\$ 30.24	\$ 30.43
29	\$ 30.06	\$ 30.62	\$ 30.84
30	\$ 30.44	\$ 30.96	\$ 31.23

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.



## HEAD MAINTENANCE

YRS	22-23	23-24	24-25
0	\$ 21.35	\$ 21.99	\$ 22.43
1	\$ 21.35	\$ 21.99	\$ 22.43
2	\$ 21.35	\$ 21.99	\$ 22.43
3	\$ 21.35	\$ 21.99	\$ 22.43
4	\$ 21.76	\$ 21.99	\$ 22.43
5	\$ 22.20	\$ 22.42	\$ 22.43
6	\$ 22.64	\$ 22.86	\$ 22.87
7	\$ 22.87	\$ 23.32	\$ 23.32
8	\$ 23.12	\$ 23.55	\$ 23.79
9	\$ 23.38	\$ 23.81	\$ 24.03
10	\$ 23.87	\$ 24.08	\$ 24.29
11	\$ 24.35	\$ 24.59	\$ 24.59
12	\$ 24.84	\$ 25.08	\$ 25.08
13	\$ 25.34	\$ 25.58	\$ 25.58
14	\$ 25.87	\$ 26.10	\$ 26.10
15	\$ 26.56	\$ 26.65	\$ 26.65
16	\$ 27.28	\$ 27.36	\$ 27.36
17	\$ 27.81	\$ 28.10	\$ 28.10
18	\$ 28.28	\$ 28.64	\$ 28.66
19	\$ 28.72	\$ 29.13	\$ 29.21
20	\$ 29.04	\$ 29.58	\$ 29.71
21	\$ 29.33	\$ 29.91	\$ 30.17
22	\$ 29.75	\$ 30.21	\$ 30.51
23	\$ 30.07	\$ 30.64	\$ 30.81
24	\$ 30.43	\$ 30.97	\$ 31.25
25	\$ 30.80	\$ 31.34	\$ 31.59
26	\$ 31.17	\$ 31.72	\$ 31.97
27	\$ 31.59	\$ 32.11	\$ 32.35
28	\$ 32.01	\$ 32.54	\$ 32.75
29	\$ 32.36	\$ 32.97	\$ 33.19
30	\$ 32.76	\$ 33.33	\$ 33.63

Every year of additional experience qualifies a unit member for an additional five cents (\$.05) per hour, beginning at Step 31.



APPENDIX C

TUITION WAIVER FOR SUPPORT STAFF (CLASSIFIED EMPLOYEES)

**Application Form**

Employee \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_

Requesting a tuition waiver for the \_\_\_\_\_ school year

Child's Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Grade Level \_\_\_\_\_

Current School District \_\_\_\_\_

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

Approved / Disapproved \_\_\_\_\_/\_\_\_\_\_  
(circle one) District Superintendent Date

## **APPENDIX D**

### **SICK LEAVE TRANSFER GUIDELINES AND FORMS**

#### **Guidelines**

Members of the bargaining unit with three or more years of continuous service to the district, who have exhausted all available sick leave, may apply to the Sick Leave Transfer Committee (SLTC) for approval as a recipient of transferred sick leave. Allotments of transferred sick leave will be made only for catastrophic incidents, which occur, to an employee, their spouse, or child, or to any relative of the employee who has been continuously living in the employee's household for at least six (6) months prior to the catastrophic incident. Catastrophic incident is defined as a life threatening or debilitating illness or injury. If the unit members physician's statement indicates that the employee cannot perform his/her duties due to cancer, stroke, heart attack, non-elective surgery, or accident which requires an extended absence from work, the unit members first application in a year shall be automatically approved by the SLTC. All other applications must be approved by a majority of the SLTC. A normal pregnancy and delivery, including caesarian, is not considered a catastrophic incident and is therefore excluded from approval for sick leave transfer.

Once an application is approved, the SLTC will determine the number of days to be allocated through the Sick Leave Transfer Program. The maximum number of days a member may receive from the Sick Leave Transfer Program shall not exceed twenty (20) days per contract year. In extreme circumstances, the SLTC will consider a second and third application within the year, but only for catastrophic incidents that occur to the employee. If disability benefits become available, the applicant is no longer eligible for the Sick Leave Transfer Program.

When a member of the bargaining unit has been approved for sick leave transfer, donors may designate up to five (5) days each to be transferred from their accumulated sick leave. No more than five (5) sick leave days may be donated by any one donor per year. Deductions of accumulated sick leave will be divided equally among all donors in whole day units until the approved number is reached. An employee's donation as indicated on the Sick Leave Donor Designation form will not be exceeded. Donors will be notified of the disposition of the days they designated for transfer. In the event a recipient does not use all the days approved for transfer, the unused days will be returned to the donor(s) in increments of not less than one day.

Upon receipt of the approved Application for Sick Leave Transfer and the Donor Designation Forms, the treasurer will transfer to the recipient as additional sick leave, the days from the donor(s). For purposes of sick leave transfer, one donor day will equal one day for the recipient regardless where each falls on the salary schedule.

**APPENDIX D**

**Application for Sick Leave Transfer**

I specifically acknowledge and agree that the granting of days for sick leave transfer shall be at the sole discretion of the Sick Leave Transfer Committee of the Hamilton Local School District. I understand that all decisions will be final and binding and not subject to the grievance procedure or any other appeal process. I further agree to abide by such decision and to indemnify and hold harmless the Hamilton Local School District, OAPSE Local #327, and all their agents for any loss and all claims made against them with respect to the Sick Leave Transfer process."

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

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

Home Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Number of sick days remaining: \_\_\_\_\_

Projected date for exhaustion of sick leave: \_\_\_\_\_

Number of transfer days requested (maximum of 20): \_\_\_\_\_

Employee's reason for request (be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Attending Physician: \_\_\_\_\_

Address of Attending Physician: \_\_\_\_\_

Telephone number of Attending Physician: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

**Please submit completed application to a member of the Hamilton Local Sick Leave Transfer Committee. Application must include Attachment B, Physician's Statement, to be considered.**

**APPENDIX D**

**Physician's Statement**

\_\_\_\_\_ is unable to perform his/her duties and requires sick leave because: (Please be specific.)

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**OR**

\_\_\_\_\_ requires non-elective surgery that cannot be postponed until the end of the school year. Nature of procedure: \_\_\_\_\_

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This patient has been under my care for (length of time in months and years): \_\_\_\_\_

Physician's estimate of date the employee can return to work: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

I give my physician permission to release the above requested medical information and any other information relevant to same.

\_\_\_\_\_  
Employee's Signature

**Employee is to submit this completed statement to a member of the Hamilton Local Sick Leave Transfer Committee along with Attachment A, Application for Sick Leave Transfer.**

**APPENDIX D**

**Sick Leave Donor Designation Form**

\_\_\_\_\_ has been approved by the Sick  
Leave Transfer Committee for \_\_\_\_\_ days of transferred sick leave as of \_\_\_\_\_  
(date)

If you wish to donate any of your accumulated days, please indicate number below.

I wish to designate 1 2 3 4 5 (circle one) day(s) of my sick leave to the  
person indicated above. I understand these days will be deducted from my sick leave balance  
immediately.

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

Donor Signature: \_\_\_\_\_

Donor Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Building: \_\_\_\_\_

Please return this form to \_\_\_\_\_ no later than \_\_\_\_\_  
\_\_\_\_\_  
(date)

## ADDENDUM

**High School Educational (Guided Study/Study Hall) Aide only: Ms. Nicky Harter**

**If the student class size exceeds 45 students during guided study/study hall, the administration will make a reasonable effort to rectify the ratio to less than 45 students or add an additional staff member. In the event the administration is unable to rectify the ratio to less than 45 students or add an additional staff member, and the class size exceeds 45 students in a class period, the high school educational guided study aide (Ms. Nicky Harter) will be compensated an additional \$15 for each class period, not to exceed \$300 per semester.**

## MEMORANDUM OF AGREEMENT

**OAPSE and its local #327 and Hamilton Local School District and Board of Education, agree to the following:**

**Secretaries will be trained on how to draw the proper dosage of insulin, and be trained on how the insulin is given, however,**

**No secretary shall be responsible, nor shall the secretary be required to give any student any kind of shot/injection unless such injection is an EpiPen.**

**Sunsetting on June 30, 2025 are the following 2 bus driver provisions:**

**\$500 stipend for 1<sup>st</sup> year bus drivers (must complete 1<sup>st</sup> year and be retained for next year)**

**\$1,000 stipend for other classification to maintain CDL as long as they accept the stipend then we can redirect them for the time period to drive a bus.**