



09/19/2024  
0023-02  
24-MED-04-0498  
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**MASTER AGREEMENT BETWEEN**  
**BATHLOCAL SCHOOL DISTRICT BOARD OF EDUCATION**  
**AND**  
**OAPSE LOCAL #357**  
**EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027**

## **TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
<b>I</b>	<b>TERM OF AGREEMENT</b>	<b>1</b>
<b>II</b>	<b>RECOGNITION AND MEMBERSHIP</b>	<b>2</b>
	A.    RECOGNITION	
	B.    BARGAINING MEMBERS	
	C.    EXCLUDED EMPLOYEES	
<b>III</b>	<b>AREAS OF NEGOTIATIONS</b>	<b>3</b>
<b>IV</b>	<b>PRINCIPLES</b>	<b>4</b>
	A.    MEMBERSHIP	
	B.    BOARD (MANAGEMENT) RIGHTS	
	C.    RIGHTS OF THE INDIVIDUAL	
	D.    “GOOD FAITH NEGOTIATIONS”	
<b>V</b>	<b>PROCEDURES</b>	<b>5-7</b>
	A.    DIRECTING REQUESTS	
	B.    MEETINGS	
	C.    NEGOTIATORS	
	D.    ASSISTANCE	
	E.    CAUCUS	
	F.    EXCHANGE OF INFORMATION	
	G.    SUBMISSION OF ISSUES	
	H.    PROGRESS REPORTS	
	I.    POWER AND AUTHORITY	
	J.    TENTATIVE AGREEMENT	
	K.    SUBSEQUENT MEETINGS	
	L.    ADOPTION OF AGREEMENT	
	M.    IMPASSE PROCEDURE	
<b>VI</b>	<b>CONTRARY TO LAW/STRIKES</b>	<b>8</b>
	A.    CONTRARY TO LAW PROVISIONS	
	B.    NO STRIKE	
<b>VII</b>	<b>GRIEVANCE PROCEDURES</b>	<b>9-11</b>
	A.    DEFINITIONS	
	B.    GRIEVANCE PROCEDURE	
	C.    GRIEVANCE FORMS	
	D.    TIME LIMITS	
	E.    REPRESENTATIVE	
	F.    NO REPRISAL	

<b>VIII</b>	<b>LEAVES, HOURS, HOURLY WAGES</b>	<b>12-22</b>
	A. PERSONAL LEAVE	
	B. RESTRICTIONS	
	C. APPLICATION PROCEDURE	
	D. EMERGENCY PROCEDURE	
	E. DEDUCT DAY	
	F. PROFESSIONAL LEAVES	
	G. ASSOCIATION LEAVES	
	H. SICK LEAVE	
	I. SICK LEAVE BANK	
	J. SICK BANK LIMITATIONS	
	K. INCENTIVE PAYMENT	
	L. FAMILY AND MEDICAL LEAVE	
	M. VACATION	
	N. SICK LEAVE, PERSONAL LEAVE, VACATION TIME CHARGED	
	O. LEAVE OF ABSENCE	
	P. OVERTIME	
	Q. SUNDAY BUILDING CHECK	
	R. FACILITY USE	
	S. NIGHT SHIFT WORKERS	
	T. NON-DUTY HOURS	
	U. NON-SCHOOL HOURS	
	V. BREAKS/LUNCH	
	W. BASE WAGES	
	WAGE SCHEDULE (7-1-24)	53
	WAGE SCHEDULE (7-1-25)	54
	WAGE SCHEDULE (7-1-26)	55
	X. INCREMENT ADJUSTMENTS	
	Y. CLASSIFICATION CHANGE	
	Z. LONGEVITY	
	AA. CLASS COVERAGE PAY	
<b>IX</b>	<b>INSURANCE</b>	<b>23-26</b>
	A. INSURANCE: HEALTH, SURGICAL, DENTAL AND MAJOR MEDICAL	
	INSURANCE SCHEDULES	52
	B. FLEX SPENDING ACCOUNT	
	C. DURATION OF COVERAGE	
	D. TERM LIFE INSURANCE	
<b>X</b>	<b>OTHER FRINGES</b>	<b>27-29</b>
	A. HOLIDAYS – TWELVE (12) MONTH EMPLOYEES	
	B. HOLIDAYS – NINE (9) MONTH EMPLOYEES	
	C. CALAMITY DAYS	
	D. BEREAVEMENT DAYS	
	E. SEVERANCE PAY	
	F. EMPLOYEE DEATH BENEFIT	
	G. CLASSIFICATION MEETINGS	

	H. OUT OF DISTRICT ENROLLMENT	
	I. SECRETARY INSERVICE	
	J. TECHNOLOGY	
	K. CRIMINAL BACKGROUND CHECKS	
<b>XI</b>	<b>BUS DRIVERS – BUS RUNS</b>	<b>31-33</b>
	A. BUS DRIVERS – PRE-SCHOOL MEETINGS	
	B. YEAR END BUS CLEANING	
	C. COMMERCIAL DRIVERS LICENSE	
	D. BUS RUNS	
	E. ON BOARD INSTRUCTORS	
	F. FIELD TRIPS	
	G. EXTRA RUNS	
<b>XII</b>	<b>PROCEDURES</b>	<b>34-36</b>
	A. BID PROCEDURE	
	B. BUS RUN BID(S)	
	C. LAYOFF-RECALL	
<b>XIII</b>	<b>DUE PROCESS</b>	<b>37-39</b>
	A. APPLICATION	
	B. DISCIPLINE	
	C. PROCEDURES: EMPLOYEES DISCIPLINE CONFERENCE	
	D. PROGRESSIVE DISCIPLINE	
	E. IMMEDIATE REMOVAL	
	F. SOLE AND EXCLUSIVE REMEDY	
<b>XIV</b>	<b>DUES DEDUCTION</b>	<b>40-41</b>
	A. PAYROLL DEDUCTION	
	B. AGENCY SHOP	
	C. PAC (PEOPLE)	
<b>XV</b>	<b>PAYROLL</b>	<b>42</b>
	A. PAY DATES	
	B. WAGE NOTICE	
<b>XVI</b>	<b>DRUG TESTING</b>	<b>43</b>
	A. DRUG TESTING	
	B. REHABILITATION	
<b>XVII</b>	<b>WORKERS COMPENSATION</b>	<b>44</b>
<b>XVIII</b>	<b>COMMERCIAL DRIVER’S LICENSE (CDL)</b>	<b>45</b>

<b>XIX</b>	<b>ALCOHOL MISUSE AND CONTROLLED SUBSTANCES USE FOR BUS DRIVERS REGULATIONS</b>	<b>46-48</b>
	A. INTRODUCTIONS	
	B. APPLICABILITY	
	C. PROHIBITED CONDUCT	
	D. WHEN TEST MAY BE CONDUCTED	
	E. TESTING PROCEDURES	
	F. MANDATORY TESTING	
	G. VIOLATIONS OF POLICY	
	H. MISCELLANEOUS	
<b>XX</b>	<b>RE-HIRING OF RETIRED CLASSIFIED STAFF</b>	<b>49</b>
<b>XXI</b>	<b>AGREEMENT</b>	<b>51</b>
	A. ENTIRE AGREEMENT	
	<b>INSURANCE SCHEDULES</b>	<b>52-54</b>
	<b>WAGE SCHEDULES</b>	<b>55-57</b>

**ARTICLE I  
AGREEMENT**

**A. TERM**

1. The Board of Education of the Board Local School District and AFSCME Local #4/AFL-CIO, OAPSE Local #357, hereby agree that all items in this document adopted by OAPSE Local #357 and the Board of Education shall be effective July 1, 2024 and continue in effect through June 30, 2027.
2. The Board of Education and AFSCME Local #4/AFL-CIO, OAPSE Local #357 agree that this document shall be the base from which future negotiations shall proceed. The parties further agree that this document inclusively consists of pages 1 through 57.
3. In witness thereof, we, the undersigned representatives of the Board of Education and AFSCME Local #4/AFL-CIO, OAPSE Local #357, its officers and members have hereunto set our hands this 5 day of August, 2024.

**AFSCME LOCAL #4/AFL-CIO  
OAPSE LOCAL #357**

BY: [Signature]  
OAPSE LOCAL #357, President

BY: [Signature]  
OAPSE LOCAL #357, Vice President

BY: [Signature]  
OAPSE LOCAL #357, Secretary

BY: [Signature]  
OAPSE Field Representative

**BOARD OF EDUCATION  
BATH LOCAL SCHOOL DISTRICT**

BY: [Signature]  
Board of Education, President

BY: [Signature]  
Board of Education, Superintendent

BY: [Signature]  
Board of Education, Treasurer

**ARTICLE II**  
**RECOGNITION AND MEMBERSHIP**

**A. RECOGNITION**

1. The Board of Education of the Bath Local Schools hereby recognized AFSCME Local #4/AFL-CIO, OAPSE Local #357 an affiliate of the Ohio Association of Public School Employees (OAPSE) as sole and exclusive bargaining representative for all employees now employed in the following described units:

**B. BARGAINING MEMBERS**

1. The bargaining unit includes all full-time and regular short-hour non-certified employees in the following classifications:
  - a. Custodian-General Labor
  - b. Food Service Employees
  - c. Head Mechanic
  - d. Librarian Assistant
  - e. Playground and Cafeteria Monitors
  - f. Secretaries
  - g. Skilled Maintenance/Maintenance Mechanic
  - h. Study Hall Monitor
  - i. Teacher's Aides
  - j. Bus Drivers
  - k. Bus Aides

**C. EXCLUDED EMPLOYEES**

1. Excluded from the bargaining unit are all confidential personnel employed in the central office and treasurer's office, supervisor or management-level employees and all other employees excludable as defined in Section 4117.01 of the Ohio Revised Code and determined by the State Employment Relations Board.

**ARTICLE III**  
**AREAS OF NEGOTIATIONS**

**A. AREAS FOR DISCUSSION AND AGREEMENT**

1. This recognition constitutes an agreement between the Board and Local #357 to reach mutual understanding regarding matters related to matters of concern, which are negotiable in accordance with O.R.C. 4117.08(A): wages, hours, and terms and other conditions of employment. The Board shall have no duty to bargain about wages, hours, or terms and other conditions of employment of bargaining unit members for “extra duty” positions pursuant to O.R.C. 3313.53.



**ARTICLE IV**  
**PRINCIPLES**

**A.     MEMBERSHIP**

1.     School employees have the right to join or not to join any organization for the economic improvement but membership in any organization shall not be required as a condition of employment.

**B.     BOARD (MANAGEMENT) RIGHTS**

1.     The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this agreement, as entered in the Board minutes with the organization representing the Negotiating unit. The exercise of any of the foregoing management rights requires neither prior negotiation with, nor agreement of, Local #357.

**C.     RIGHTS OF THE INDIVIDUAL**

1.     No action to coerce, censure, or penalize any negotiating participant shall be made or implied by any member of Local #357, Bath Board of Education or Bath Administration.

**D.     “GOOD FAITH NEGOTIATIONS”**

1.     “Good faith” requires that the Board be willing to react to each other’s proposal with the intent to reach agreement.

## **ARTICLE V**

### **PROCEDURES**

#### **A. DIRECTING REQUESTS**

1. Requests for meetings from the Local #357 President normally will be made directly to the Superintendent or his designated representative. Requests from the Superintendent or the Board by their representatives will be made directly to the President of Local #357. A mutually convenient meeting date shall be set within fifteen (15) days of the date of the request, but in no case will a meeting be set before April 1, 2021, and no later than May 1, 2021, to begin master agreement negotiations for the following year.

#### **B. MEETINGS**

1. Meetings shall be called upon the written request of any one of the parties. Requests for meetings shall contain the reason for the request. Meetings shall be held at a mutually agreed upon time and place. School employee members of the committee shall be released from school duties to attend meetings. Meetings shall be scheduled to interfere the least with school schedules.

#### **C. NEGOTIATORS**

1. Each party may be represented at all negotiations by a maximum of seven (7) negotiators of the parties' choice. Either party may also have an observer in attendance.

#### **D. ASSISTANCE**

1. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.
2. Prior to and during the period of negotiations, the Board and Local #357 agree to provide each other, upon written request, existing information pertaining to proper subjects of bargaining.

#### **E. CAUCUS**

1. Upon request of either party the negotiation meeting shall be recessed to permit the requesting party a period of time not to exceed thirty (30) minutes to caucus, unless extended time is mutually agreed upon.

**F. EXCHANGE OF INFORMATION**

1. Prior to and during the period of negotiations, the Board and Local #357 agree to provide each other, upon written request, existing information pertaining to proper subjects of bargaining.

**G. SUBMISSION OF ISSUES**

All issues for negotiations shall be submitted in writing at the first meeting.

**H. PROGRESS REPORTS**

1. During the period of negotiations and prior to reaching an agreement, each negotiating unit may make progress reports to their respective groups.

**I. POWER AND AUTHORITY**

1. While no final agreement shall be executed without ratification of Local #357 and adopted by the Board, the Board and Local #357 agree that their negotiators will be clothed with all the necessary power and authority to make proposals and to make concessions in the course of negotiations.

**J. TENTATIVE AGREEMENT**

1. As tentative agreement is reached on each issue, it shall be reduced to writing and initialed by each party. When consensus is reached covering all areas under discussion the proposed agreement shall be reduced to writing as a tentative agreement and submitted to Local #357 within ten (10) days, and to the Board for adoption at the next regular or special meeting after adoption by Local #357.
2. Prior to the negotiated agreement being presented to the Local #357 and to the Board, each member of both Negotiating Teams shall pledge to recommend adoption of the tentative agreement.

**K. SUBSEQUENT MEETINGS**

1. Until all negotiation meetings are complete, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

**L. ADOPTION OF AGREEMENT**

1. Following approval by the Board and Local #357, the Board shall by resolution, adopt the agreement. The agreement shall become final when signed by the Presidents of the Board and Local #357.
2. Local #357 agrees to abide by the terms of the agreement and to take the necessary actions to advise its members of the terms of the agreement.
3. The Board agrees to abide by the terms of the agreement and to take action to implement all the agreed issues as they relate to the policies of the Bath School District.

**M. IMPASSE PROCEDURE**

1. Fifty (50) days prior to the termination of this agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed upon dispute resolution procedures in lieu of the SERB procedures contained in O.R.C. 4117.14(C) (2)-(6).
2. If no agreement is reached after all the proposals have been thoroughly discussed; either party may request the services of the Federal Mediator and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with the representatives of the parties.
3. Pursuant to Section 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the above mutually agreed upon negotiations and dispute resolution procedures, which supersede the procedures listed in Section 4117.14(C) (2)-(6) and any other procedures to the contrary.

**ARTICLE VI**  
**CONTRARY TO LAW/STRIKES**

**A. CONTRARY TO LAW PROVISIONS**

1. Consistent with O.R.C. Chapter 4117, the express written terms of this agreement govern the wages, hours, and terms of other conditions of employment and prevail over any conflicting state law. If any provision of this agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this agreement. All other provisions of this agreement shall remain in full force and effect.

**B. NO STRIKE**

1. There shall be no strike, slow down, or work stoppages sanctioned by Local #357 or its officers for the duration of this Agreement.

## **ARTICLE VII GRIEVANCE PROCEDURES**

### **A. DEFINITIONS**

1. A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific article or section of the Agreement. If such grievance arises there shall be no stoppage or suspension of work, or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.
2. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a “group” grievance shall have arisen out of identical circumstances affecting each member of said group.

### **B. GRIEVANCE PROCEDURE**

1. Step 1: Discussion with Immediate Supervisor
  - a. An employee first must discuss his/her grievance with the supervisor immediately responsible for the action or proposed action, which resulted in the grievance. He must do so within five (5) days of the time a grievance arises or within five (5) days of the time the grievant reasonably should have known of a grievance action.
2. Step 2: Discussion with Superintendent
  - a. If the immediate supervisor’s response is unsatisfactory, the Superintendent or his designated representative shall meet, discuss and answer the employee’s grievance within five (5) days.
3. Step 3: Formal Grievance Procedure
  - a. If the grievance is not resolved in Step 2, the grievant may, within five (5) days of the receipt of the Superintendent’s answer, submit to the Superintendent, or his designated representative, the original grievance statement in writing. The Superintendent or his designated representative shall meet and discuss the grievance with the employee before answering the grievance in writing. Such answer shall be given within five (5) days of this discussion.
4. Step 4: Hearing Before an Arbitrator
  - a. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievant and the Local #357 may request a hearing before an arbitrator. The request for the arbitration shall be made within five (5) days following either the receipt of the disposition of grievance or the lapse of fifteen (15) days following submission of the grievance to the Superintendent or his designated representative under Step 3, whichever occurs first.

5. The request for arbitration shall be certified mail with return receipt requested to the Superintendent or his/her designee.

The parties shall utilize the services of the Federal Mediation Conciliation Services (FMCS) or the American Arbitration Association. If agreement cannot be reached as to which service the parties will use, the parties shall utilize the American Arbitration Association.

6. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the arbitrator. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties at the hearing. The decision of the arbitrator shall be binding on all parties thereto.
7. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine 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 the determination.
8. The arbitrator shall in no way interfere with management prerogatives involving the board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
9. The cost of the fees and arbitrator shall be borne by the losing party. If the losing party cannot be clearly discerned, the arbitrator shall apportion the cost between the parties.

#### **C. GRIEVANCE FORMS**

1. Any grievance must be filed on the authorized grievance form agreed to between the parties to the Agreement.
2. Such forms must provide for naming of the specific article of the Agreement referring to the alleged violation and shall state the contention of the employee or Local #357 and shall indicate the relief requested.
3. The agreed to grievance form shall be made available to any employee requesting such, either through his/her supervisor or the Local #357 representative.

**D. TIME LIMITS**

1. Within the time limit in that step, any grievance not advanced to the next step by the grievant or the Local #357 representative shall be deemed resolved by the Administration's last answer.
2. Any grievance not answered by the Administration within the time limit in that step shall allow the grievant to proceed to the next level.
3. Time limits may be extended by the Administration and the Local #357 officials in writing, then the new date shall prevail.
4. In this grievance procedure, the word "days" shall mean weekdays other than paid holidays, Saturdays, and Sundays.

**E. REPRESENTATIVE**

1. Each employee shall have a choice of representing himself/herself or having the Local #357 representative of his/her choice representing him/her in any steps subsequent to Step 1. Notwithstanding the procedure listed in Section B, a grievance may be initiated at the first step at which the grievant can obtain the remedy sought. It shall be the practice of all parties involved to process grievances after the regular workday has ended, or other times which do not interfere with assigned duties. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

**F. NO REPRISAL**

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



**ARTICLE VIII  
LEAVES, HOURS, HOURLY WAGES**

**A. PERSONAL LEAVE**

1. Each employee shall be authorized three (3) Personal Leave days each fiscal year. All Personal Leave shall be unrestricted except as noted below. Personal Leave shall NOT be accumulated.
2. Any employee not using his/her Personal Leave days will be compensated the first two (2) days at one-half (1/2) their daily pay rate, and a full days pay for the third (3<sup>rd</sup>) day. Payment for the unused Personal Leave for school year employees would continue to be made on the 2<sup>nd</sup> pay of June. Payment for unused Personal Leave for 12-month employees would be made on the 2<sup>nd</sup> pay of July.

**B. RESTRICTIONS**

1. Personal Leave, Scheduled Sick Leave and/or Deduct Days shall not be used to extend scheduled holidays unless approved by the Superintendent or his designee as a bona fide emergency or significant life event not connected with the holiday. Personal Leave can be used to extend vacation time.
2. No more than ten percent (10%) in any classification shall be in Personal Leave at any one time. This will be determined on a first come, first serve basis.
3. Personal Leave, Scheduled Sick Leave and/or Deduct Days shall not be taken the first week or the last full week (five school days) of school unless approved by the Superintendent or his designee as a bona fide emergency.
4. New employees employed after October 1 will receive prorated Personal Leave for the remainder of that contract year based on their contract days and rounded to the nearest hour. They will receive three (3) Personal Leave days in subsequent years.

**C. APPLICATION PROCEDURE**

1. Application for use of Personal Leave and Deduct Days shall be made through the employee kiosk, and approval shall be returned to the employee within five (5) school days after being submitted to the immediate supervisor. All requests for leave (sick leave, personal leave, deduct days, vacation leave) must be approved by the immediate supervisor prior to the employee submitting the request in the kiosk. Approval/denial shall be returned to the employee within five (5) workdays after being submitted to the immediate supervisor.

2. Applications shall be made at least one (1) week in advance, except in the case of emergencies. When such emergencies occur, the application shall be filed through the employee kiosk immediately upon the return to work of the person making application for Personal Leave or Deduct Days.

**D. EMERGENCY PROCEDURE**

1. Whenever an employee is absent due to an emergency, the supervisor shall be notified as soon as possible so arrangements can be made for a substitute.
2. The Personal Leave request will state upon it that the person requesting Personal Leave is doing it according to the above guidelines and if it is found the guidelines have been violated, that person's pay will be deducted for the time involved.

**E. DEDUCT DAY**

1. Two (2) deduct days shall be allowed in one (1) school year. Deduct days may be used in conjunction with Personal Leave days. Deduct days cannot be used to extend scheduled holidays or vacation time. Deduct days cannot be used the first week or the last full week (five school days) of school unless approved by the Supervisor or his designee as a bona fide emergency.

**F. PROFESSIONAL LEAVES**

1. Professional Leaves are to be used by an employee to gain knowledge for the position contracted through Bath Local Schools. The employee must request Professional Leave through the employee kiosk. Upon approval, the employee may be permitted to attend the Professional Meeting and will be paid at the regular rate.

**G. ASSOCIATION LEAVES**

1. OAPSE CONVENTION
  - a. The Board agrees to permit two (2) duly elected delegates of Local #357 leave of three (3) days each to attend the OAPSE Annual Conference with continuity of salary.
2. OAPSE WORKSHOPS
  - a. The employee must request Professional Leave. Upon approval, the employee may be permitted to attend the OAPSE Workshop and will be paid at the regular rate.

3. IN-SERVICE MEETINGS
  - a. The number of employees attending an in-service meeting will be decided by the Administration after considering the type and length of the meeting, location, number of individual sessions, needs of the employee, and the school and costs.
4. STATE OFFICERS
  - a. If a member of OAPSE Local #357 is elected to the position of OAPSE State President, State Vice-President, State Secretary, or State Executive Board Member, or alternates to these positions, that person shall be granted up to fifteen (15) days of unpaid leave per year, to conduct official union business. The employee shall provide a copy of the written meeting notice or e-mail in advance to his/her immediate supervisor.
5. RESTRICTIONS
  - a. No more than two (2) OAPSE, Local #357 members may use Association Leave at any one time except as authorized under Article VIII, Section F-3; In-Service Meetings.

#### **H. SICK LEAVE**

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 ¼) days per month based on the regular work schedule on a daily basis.
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, injury, or death in the employee's immediate family. Upon the birth of his/her grandchild, an employee may use sick leave for up to three (3) days. Unused sick leave shall be accumulated for the period of time that an employee works for the Board of Education.
  - a. Definition of Immediate Family – Father, Mother, brother, sister, husband, wife, child, parent-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunt and uncle, and persons that the employee retains legal guardianship or custody.
3. It is agreed that sick leave accumulation will be capped at 280 days. Falsification of sick leave request shall be grounds for disciplinary action including dismissal.
4. The employee is required to submit a leave request through the employee kiosk justifying the use of sick leave. Failure to submit this leave request within two (2) workdays of the absence will result in an unauthorized absence and a reduction in pay for the day(s) in question.

## **I. SICK LEAVE BANK**

1. The Bath Board of Education shall establish a sick leave bank based on donated sick leave days for an employee having exhausted all accumulated paid leave, vacation, and personal days as a result of catastrophic illness or injury.
2. The term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The “catastrophic illness or injury” must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.
3. Applications for catastrophic illness/injury sick leave must be submitted to a committee of three (3) employees and three (3) administrators for review and recommendation to the Superintendent. Applications will include, but not be limited to the following information:
  - a. The nature of the claimed catastrophic illness or injury
  - b. Physician(s) diagnosis and prognosis of the catastrophic illness or injury
  - c. Projected date of return
  - d. Explanation of previous leave usage
  - e. Any other pertinent information the applicant may wish to submit to the committee before it makes its recommendation to the Superintendent
  - f. The Superintendent’s decision is final and non-grievable
4. Maximum of twenty (20) days of catastrophic illness or injury leave may be granted to an applicant. The applicant may reapply for any catastrophic illness or injury leave beyond twenty (20) days. In no event will any employee be granted a total of more than forty (40) days of catastrophic illness or injury leave. A maximum number of two (2) sick leave days may be donated by each employee for each approved application.
5. If an application is approved, by the Superintendent, the affected employee or his/her representative will assume the responsibility for solicitation of donations of unused personal or sick leave. Donated sick leave will be deducted from a donating employee’s (donor’s) accrued, unused account. The Treasurer will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Superintendent for processing.

**J. SICK BANK LIMITATIONS**

1. Sick leave bank cannot be used if the employee has applied for and been granted disability retirement, except that up to ten (10) days of transferred personal leave can be used between the employees' acceptance by SERS and the effective date of the disability retirement.
2. No more days can be given than needed by the employee to serve out one regular work year.
3. The employee must exhaust his/her own sick leave first.
4. The employee who is using the donated Sick Leave Bank will not earn additional sick leave while receiving the donated leave days.
5. All information and reports relating to applications submitted under this Regulation will remain confidential.

**K. INCENTIVE PAYMENT**

1. A bargaining unit employee who works all of his/her regularly scheduled workdays during a full semester shall receive a \$125 incentive payment for that semester to be paid in the first pay period of February for the first semester, or the first pay period of August for the second semester.
2. In the case of an employee regularly scheduled to work more than nine (9) months, "semester" is defined as the first day of the second semester through June 30 and July 1 through the end of the first semester.
3. Vacation days, holidays, authorized professional leave days and up to two (2) days of bereavement leave will not count against an employee's perfect attendance.
4. In order for two (2) days of bereavement leave not to count against an employee's perfect attendance, the employee must confirm, on a form provided by the Treasurer, that the two (2) days were used for bereavement leave.

**L. FAMILY AND MEDICAL LEAVE**

1. An employee may use unpaid Family Leave for the purposes and on the conditions set forth in the Federal Family and Medical Leave Act of 1993 ("Act") as follows:

2. The employee desiring Family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice must specify that "Family Leave" will be the type of leave taken.
3. During Family Leave the Board shall continue to pay the contribution it makes for a Bargaining unit member on the active payroll to continue participation in insurance fringe benefits. The employee must pay the employee portion of the premium for any such insurance to the Treasurer by the first day of the month in which the employee desires to have the insurance coverage continued. If the employee does not pay the employee contribution, the Board will not be obligated to contribute its share to maintain the coverage.
4. The twelve (12) month period during which an eligible employee may qualify for up to twelve (12) weeks of Family Leave shall be each school year (July 1 through June 30).
5. With respect to an employee's use of accrued paid sick leave, the Board agrees not to require the substitution of such leave for any part of the employee's annual entitlement to Family Leave under the Act based on the serious health condition of the employee or a family member where the use of sick leave does not exceed three (3) consecutive workdays. If the employee's use of sick leave does exceed three (3) consecutive workdays, and if the use is based on a serious health condition as defined in the Act, such sick leave will be substituted, to the extent of the amount of sick leave used, for Family Leave provided under the Act. The employee may be required to furnish sufficient information to permit an informed decision on whether the use of sick leave is based on a serious health condition as defined in the Act.
6. Except as otherwise provided above, the employee and Board may exercise any options available to the employee or Board under the terms of the Act.

**M. VACATION**

1. All 260 day employees are entitled to vacation with pay, credited at the rates provided below:
  - a. Two (2) weeks after one (1) year completed, credited at .83 days per month.
  - b. Three (3) weeks after ten (10) years completed, credited at 1.25 days per month.
  - c. Four (4) weeks after fifteen (15) years completed, credited 1.66 days per month.

2. Vacation must be requested at least five (5) days in advance by the employee, unless there is a bona fide emergency, and approved by the immediate supervisor and the Superintendent or designee before vacation can be taken or paid. Vacation will not be approved if it interferes with the general operations of the school district as determined by the Superintendent or designee.
3. The vacation request response is to be returned to the employee within five (5) working days from the date the request is submitted to the immediate supervisor.
4. All 260 day employees are eligible for vacation any time during the year with the approval of the immediate supervisor and the Superintendent or designee.
5. Vacation accrual is limited to sixty (60) days. Employees with more than sixty (60) vacation days accrued as of July 1, 2017 are grandfathered and the sixty (60) day limit on vacation accrual will not apply to those employees.

**N. SICK LEAVE, PERSONAL LEAVE, VACATION TIME CHARGED**

1. Sick leave, personal leave and vacation leave will accrue and be charged on an hourly basis, with the understanding that such leaves may not be used in less than 1-hour increments. Full-day absences will be charged based on the employee's contracted hours per day. Accrued sick leave and personal leave days/hours will not be limited for use in any specific job classification. In other words, accrued sick leave and personal leave days/hours may be used for any job.
2. An employee who has submitted his or her resignation must submit a physician's certification for any use of sick leave before the resignation becomes effective.
3. Employees who are in their first full school year shall be considered to earn one day of personal leave by completing fully each of the following four month periods: July-October, November-February, and March-June. If an employee uses more personal leave by June 30 or by his or her last workday (whichever occurs first) than the employee has earned, the amount of excess personal leave taken shall be recovered from the employee or set off against the employee's final paycheck. An employee who is called back from a layoff shall be deemed to be in his or her first school year under contract for the purpose of this paragraph (M)(3) only.

**O. LEAVE OF ABSENCE**

1. Upon the written request of an employee, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive years for education or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. The two (2) years shall include all consecutive time the employee was absent for the same reason or condition including all paid and unpaid leaves of absence.

**P. OVERTIME**

1. Mandatory overtime shall only be required after the following procedures have failed to secure a satisfactory number of employees to perform the requested tasks:
2. All overtime shall be offered to employees on a rotation basis recognizing seniority within the job classification and assignment.
3. If overtime offered to employees within the building is refused, the overtime will then be offered on a rotation basis to employees within the same job classification, but assigned to another job location. An exception to this procedure for custodial-general labor work shall be made by asking skilled maintenance employees on rotation basis before asking custodian-general labors assigned to other job locations.
4. Overtime will be paid at the rate of one and one-half (1 1/2) times the regular rate for all hours over forty (40) hours worked, or forty (40) hours paid, including paid holidays, sick leave and personal leave.
5. Overtime will not be assigned to an employee in the same day as he/she was absent due to personal illness.
6. The work week shall begin at 12:01 a.m. on Monday.
7. Drivers transporting students home on days of early dismissal shall be paid at the rate of one (1) run for each additional driver's load taken home.
8. Mandatory overtime shall not be required of an employee when it is determined that such work could successfully be performed by a substitute.
9. If a bargaining unit member is employed as a coach or activity advisor, the Treasurer shall notify the employee in writing of the hourly rate for the position and the maximum authorized hours for the entire contract and/or per week. The authorized hours will be calculated using a weighted average of the employee's regular rate of pay, and the minimum wage for the supplemental rate. A time sheet, signed by the employee and the Athletic Director, must be submitted to the Treasurer each payroll. Hours worked are not to conflict in any way with the hours and duties of the employee's regular job. The employee is prohibited from seeking additional overtime compensation for this supplemental contract. If the employee incurs overtime on their regular job(s) the overtime rate will be based on their regular job(s) only. No employee may work more hours for the position than stated in the Treasurer's written notice unless approved in advanced in writing by the Superintendent. If the employee completes the supplemental contract and has not worked all of the authorized hours, the employee shall be paid the remainder of the full supplemental contract salary.



10. The overtime rate shall not be paid for a job that is occasional or sporadic, different from the employee's usual job (for example, a custodian selling or taking tickets at a football game). The rate for such work will be set by the Treasurer.

**Q. SUNDAY BUILDING CHECK**

1. Maintenance/Custodial personnel will receive two hours pay for a 1 hour Sunday building check that is authorized by an administrator.

**R. FACILITY USE**

1. When an outside group is going to use a school building or school grounds the Maintenance Supervisor shall determine in advance of the use, the additional clean-up time needed, if any, due to the use and will authorize that time and inform the affected building custodians and outside group.

**S. NIGHT SHIFT WORKERS**

1. Custodial employees working building night shift will receive a fifty cent (\$.50) an hour premium pay or all hours worked.

**T. NON-DUTY HOURS**

1. Employees "called-in" on non-duty work hours that are not contiguous to their normal shift will be paid on a two (2) hour minimum guaranteed pay at the employee's regular rate. For example, if an employee's typically scheduled work hours are from 8:00 a.m. – 4:00 p.m. and the employee is called-in at 7:00 p.m., he/she will be paid on a two (2) hour minimum.

**U. NON-SCHOOL HOURS**

1. Non-school hours may be changed as necessary to better meet the needs of the school district. In all cases, employees are responsible for working the number of hours assigned regardless of the length of lunch hours, breaks, etc., unless specifically excused by the immediate supervisor.
2. Open House: secretaries will be paid their hourly rate for working during open house or, pursuant to an agreement between the secretary and building administrator, receive compensatory time.

**V. BREAKS/LUNCH**

1. Employees working six (6) or more hours per day are entitled to one-half (1/2) hour lunch and two (2) ten (10) minute breaks daily with the exception of maintenance who are entitled to a one (1) hour lunch and two (2) ten (10) minute breaks daily.
2. Employees working five to six (5-6) hours daily are entitled to one-half (1/2) hour lunch and one (1) ten (10) minute break daily. Employees working less than a five (5) hour day have no breaks.
3. Time and place of lunch and/or breaks is up to the immediate supervisor.
4. Employees that have two (2) contracted jobs with Bath will have those jobs considered as one for the purpose of determining lunch breaks.

**W. BASE WAGES**

1. Effective July 1, 2024, all employees shall receive a pay increase of eighty-two cents (\$.82) per hour.
2. Effective July 1, 2025, the base salaries shall be increased by 3.5%.
3. Effective July 1, 2026, the base salaries shall be increased by 3.5%.

**X. INCREMENT ADJUSTMENTS**

1. Annual increment adjustments shall be effective the first workday after July 1<sup>st</sup>, for those individuals who are eligible for the next increment.
2. Any skilled maintenance personnel hired after October 1, 1993, who is required to have a state license as a plumber, electrician or commercial applicator of pesticides, herbicides and fertilizer shall receive an increment adjustment of \$1.50 per hour. This \$1.50 per hour adjustment shall also apply to the carpenter.

**Y. CLASSIFICATION CHANGE**

1. When substituting for a head position the substitute employee shall receive a twenty-five percent (25%) premium per hour over his/her regular rate not to exceed the head position rate. Additional hours worked by the substitute will not qualify the substitute employee for additional fringe benefits unless they are substituting for unpaid long-term leave of absences. (ref., Article VIII, Section O, Leave of Absence).

**Z. LONGEVITY**

1. All classifications will receive a twenty-fifth (25<sup>th</sup>) year longevity wage step.

**AA. CLASS COVERAGE PAY**

1. Aides who are assigned by the administration to cover a class for the whole school day, defined as seven and a half (7.5) or more hours, and that class is not part of that Aide's regularly assigned duties, will receive fifty dollars (\$50.00) extra pay for that workday. Aides who are assigned by the administration to cover a class for a half school day, defined as four (4) hours, and that class is not part of that Aide's regularly assigned duties, will receive twenty-five dollars (\$25.00) extra pay for that workday. On delay days, Aides who are assigned by the administration to cover a class for the remaining school day, and that class is not part of the Aide's regularly assigned duties, will receive twenty-five dollars (\$25.00) extra pay for that workday.

To receive such compensation, the Aide shall complete the timesheet provided by the Treasurer's Office, obtain the building principal's signature, and submit the timesheet to the Treasurer's Office by the end of the pay period. If the timesheet is not completed and submitted, the Aide will forfeit the extra pay for the assigned hours.

## **ARTICLE IX**

### **INSURANCE**

#### **A. INSURANCE: HEALTH, SURGICAL, DENTAL AND MAJOR MEDICAL**

1. An employee may choose to participate in insurance plans offered through the Allen County Health Benefit Plan and/or Bath Board of Education. The plan(s) in which the employees may enroll will be the same district-wide to all employees. An agreement or decision by another group of employees to change the plan(s) will not force a change in plan(s) offered by the Board of Education to the O.A.P.S.E. bargaining unit.

#### **Family MDHP/HDHP**

Effective January 1, 2022, all 8-hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33. Effective January 1, 2022, all 7-hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33, with an additional employee contribution of \$50 per month. Effective January 1, 2022, all 6- hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33, with an employee contribution of \$100 month.

Effective January 1, 2025, all 8-hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33. All 6-7-hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33, with an additional employee contribution of \$50 per month.

#### **Single MDHP/HDHP**

Effective January 1, 2022, all 8-hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33. Effective January 1, 2022, all 7-hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33, with an additional employee contribution of \$25 per month. Effective January 1, 2022, all 6- hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33, with an additional employee contribution of \$50 month.

Effective January 1, 2025, all 8-hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33. All 6-7-hour employees shall be subject to the same health insurance benefits and payments as detailed in the BEA agreement, Article 20.33, with an additional employee contribution of \$25 per month.

**(See attachment regarding Insurance Schedules)**

2. An employee who is eligible for hospitalization/major medical/dental insurance coverage, but voluntarily chooses to forego such coverage shall receive an annual prorated payment in lieu of the insurance. See Chart.
  - a. Such payment shall be made annually with the first pay of December.
3. An employee may choose to retain dental insurance provided they authorize payroll deduction of the total premium. If an employee chooses to pay his/her full dental premium, he/she shall be eligible for the payment under Chart above.
4. To be eligible an employee must notify the Treasurer in writing on or before the end of the open enrollment period as determined by the insurance consortium of his/her desire to exercise this insurance option. The payment shall be made on the basis of coverage in effect, and the number of hours per day the employee is under contract to work, on January 1. Effective January 1, 2004, if an employee has insurance coverage, but chooses to cancel their coverage in mid-year, the cash-in-lieu payment will be pro-rated for the remainder of the year. If the employee is exercising the cash-in-lieu payment option, but due to a change in circumstances needs to pick up insurance coverage mid-year, all cash payments for that year are forfeited. Effective January 1, 2006, if the employee is exercising the cash-in-lieu payment option and increases or decreases their contract hours per day mid-year, payment will be pro-rated on a monthly basis. If the change in hours is effective by the first workday of a month, the payment will be pro-rated for that month. Otherwise, the payment will be pro-rated beginning the following month. Cash-in-lieu payments will be made on the first December pay of the benefit year.
  - a. Employees exercising the cash-in-lieu payment option will complete the Conditional Opt-Out Certification Form during open enrollment.
5. This insurance option shall not apply to employees whose spouses are eligible for insurance coverage through Allen County Health Benefit Plan if the plan adopts policies, rules and regulations requiring premium splitting between the two or more districts for which the spouses are working.
6. Part-time employees selecting to participate shall have Board paid insurance premiums based on chart and must pay their portion of the premium to the Treasurer's office by the 25<sup>th</sup> of each month for the ensuing month's coverage.
7. The employee shall be permitted to transfer the type of coverage (family/single) outside of the enrollment period if their family status changes or their insurance coverage for a spouse is no longer available. Such transfer of coverage shall be effective on the date of the qualifying event. The employee has 30 calendar days to elect coverage.
8. Each covered employee shall be notified when the insurance carrier changes any benefits schedules and/or coverages.

**B. FLEX SPENDING ACCOUNT**

1. Employees may participate in the flexible spending account using their own funds through payroll deduction.
2. Employees may add funds, allowed by IRS rules, to the account, by payroll deduction. Those funds will be considered an IRS shelter. Funds must be used by December 30<sup>th</sup> annually with the unexpended funds being returned to the general fund.
3. Employees may use these funds towards dependent care and unreimbursed medical expenses. Employee payroll contributions for medical and dental insurance premiums may also be paid with pre-taxed dollars.
4. The minimum annual contribution to the medical spending account shall be \$120.
5. The maximum annual contribution to the medical spending account shall be per IRS guidelines.
6. Employee may put additional funds up to IRS limits into the dependent care account and health care premium plans.
7. The \$10.00 yearly enrollment fee and the \$3.00 monthly processing charge will be paid by the Board.
8. In addition, any Board funds expended under Article IX, Section B shall be reimbursed to the Board through a payroll deduction.

**C. DURATION OF COVERAGE**

1. Group insurance coverage shall become effective on the employee's first day on the active payroll and shall continue, if the employee has applied for and is eligible for coverage, to the end of the month in which the employee's separation from employment is effective; provided, however, that employee whose limited contracts are non-renewed shall continue with group insurance coverage so long as they are on the active payroll. When an employee resigns his/her employment for retirement purposes, his/her group insurance coverage shall terminate at midnight on the effective resignation date.
2. Insurance coverage shall continue in effect while an employee is on paid leave. When an employee is on an unpaid leave, the employee may participate in group insurance coverage by paying the monthly premium to the Treasurer in advance.
3. An employee who is separated from employment and entitled to unemployment benefits may participate in the Allen County Benefit Plan by paying, in-full, the monthly premiums. Such payment must be made to the plan administrator by the 20<sup>th</sup> of each month for the succeeding month. Participation shall be limited to the maximum time allowed by federal statutes commonly referred to as "Cobra".

4. An employee who chooses to exercise his/her option under Article IX, Section 3, or Section E, shall not be eligible for any insurance coverage until the next annual open enrollment period except as provided under Article IX, Section 7.

**B. TERM LIFE INSURANCE**

1. Term life insurance shall be provided at Board expenses for all “Full-Time” (30 or more hours per week) support staff members in the amount of \$45,000. There shall be double indemnity for accidental death or dismemberment.
2. Term life insurance shall be provided at Board expense in the amount of \$20,000 for support staff members whose contract is for less than 30 hours per week.

**ARTICLE X**  
**OTHER FRINGES**

**A. HOLIDAYS – TWELVE (12) MONTH EMPLOYEES**

1. All twelve (12) month employees shall receive the following days off with pay:

a. Labor Day	g. Martin Luther King Day
b. Thanksgiving Day	h. President's Day
c. Friday after Thanksgiving	i. Good Friday
d. Day before Christmas	j. Memorial Day
e. Christmas Day	k. Juneteenth
f. New Year's Day	l. July 4 <sup>th</sup>
2. No Holiday pay if an employee does not work the day before or the day after a holiday.

**B. HOLIDAYS – NINE (9) MONTH EMPLOYEES**

1. All nine (9) month employees shall receive the following days off with pay, when qualified:

a. Labor Day	e. Martin Luther King Day
b. Thanksgiving Day	f. President's Day
c. Christmas Day	g. Memorial Day
d. New Years Day	
2. Any work on a holiday will be at one and one-half (1 ½) time rate for the holiday plus regular rate for hours worked unless the holiday is being used for a makeup day as identified in Article X, Section C, Paragraph 4 in which case the work will be paid at one and one-half (1 ½ time) rate.
3. No Holiday pay if an employee does not work the day before or the day after a holiday.
4. While not paid holidays, Secretaries shall not be required to work on Christmas Eve, New Year's Eve, or Good Friday. Christmas Eve, New Year's Eve, and Good Friday shall be non-duty days.



**C. CALAMITY DAYS**

**DEFINITIONS**

1. Public calamity day(s) shall be defined as those days for which Bath Local School Board elects to close school without any required make-up days.
2. Once the Bath Local Schools has reached its maximum calamity days, all 240 to 260 day employees shall report to work in any day school is closed unless specifically directed by his/her supervisor to remain at home. Employees failing to report to work on this day shall be docked one (1) day's pay unless they are granted a vacation day, personal day, or sick leave (due to qualifying event or condition) by the Superintendent or his/her designee.
3. The Superintendent shall have the right to call up to a three (3) hour delay.
4. The Superintendent agrees, except for Martin Luther King Day and President's Day, not to use Holidays as make-up days.
5. On days of calamity, when school is closed by the Administration, only those persons requested by the Administration shall report to work. They will be paid for the hours worked at one and one-half (1 ½) times the regular rate.
6. If, due to any condition, school is dismissed early, no overtime shall be allowed if school was in session long enough to count as a school day. No additional pay as in Section 2 and Section 3 above shall be paid.
7. If school is delayed and then canceled due to calamity, those employees who have already reported to work shall be paid at their regular rate for those hour(s) worked in addition to his/her regular pay. A minimum of one (1) hour shall be paid for those qualifying under this section.
8. There shall be no pyramiding of calamity rates with overtime rates; only one of these rates shall apply at the same time.

**D. BEREAVEMENT DAYS**

1. It is agreed that three (3) paid and two (2) unpaid days will be available in case of bereavement.
2. These days will be available for use for bereavement in the immediate family (father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, brother-in-law, sister-in-law, and son-in-law, grandparents, grandchildren, aunts and uncles, nieces and nephews) and persons that the employee retains legal guardianship or custody.

3. These days may be used only if all sick leave and personal leave is exhausted.

**E. SEVERANCE PAY**

1. The actual amount of severance pay payable to a retiring employee shall be an amount equivalent to a per diem rate times one-fourth (1/4) of his/her accrued and unused sick leave days up to 224 days. The maximum payment shall be fifty-six (56) days.
2. It is agreed that a \$750 bonus in severance pay will be paid to a retiree who has completed twenty (20) years of service to Bath Schools or twenty-five (25) years total service to school. The retiree must be eligible for regular severance pay to qualify for the above bonus.

**F. EMPLOYEE DEATH BENEFIT**

1. If an employee of the Bath Local School District, Allen County, Ohio, dies while under contract, the employee's beneficiary or estate will receive from the Bath Local School District an amount of money at the employee's current per diem rate not to exceed twenty-five percent (25%) of unused accumulated sick leave days to a maximum of 120 days. No amount shall be paid under this benefit if death is caused directly or indirectly by:
  - a. suicide or intentionally self-inflicted injury, while sane or insane;
  - b. the employee's commission of, or attempt to commit an assault or any criminal offense;
  - c. intentional or unintentional use of drugs for non-medical purposes

**G. CLASSIFICATION MEETINGS**

1. Classification meetings may be held every two (2) months to voice concerns. The meetings are to be attended by the Superintendent or designee, Supervisor or Assistant Supervisor, and members of that classification.

**H. OUT OF DISTRICT ENROLLMENT**

1. Any classified employee of the Bath Local School District, who resides outside the Bath Local School District, may bring his/her child/children to Bath Local Schools without paying tuition. Transportation of this child is the responsibility of the employee. The Superintendent must be given written notice to activate this enrollment.

**I. SECRETARY IN-SERVICE**

1. The Board will provide a minimum of one (1) hours of in-service training in odd-numbered years to building secretaries regarding the dispensing of medications and responding to emergency student circumstances. The training will also be provided to newly hired building secretaries. These in-services will take place during regular working hours.

**J. TECHNOLOGY**

1. The Board shall provide two (2) computers with internet access per school, including Bus Garage, specifically for use by Classified Staff employed in the building. One (1) printer per pair of computers shall also be provided. Computers shall be in an area that will be accessible at all times of the day, including after school hours for 2<sup>nd</sup> shift employees. All Classified Staff shall be provided with a school-based e-mail address.
  - a. **Work Orders** may not be done via e-mail; the form must be submitted to Supervisor for approval (except for emergencies as in the past).
  - b. **Disciplinary Referrals** from Bus Drivers shall be made to the Transportation Supervisor and Principals via e-mail.

**K. CRIMINAL BACKGROUND CHECKS**

1. H.B. 190 Criminal Background Checks. One background check per employee (both BCII and FBI) will be paid for by the Board during the term of this Agreement.

**ARTICLE XI**  
**BUS DRIVERS – BUS RUNS**

**A. BUS DRIVERS**

**PRE-SCHOOL MEETINGS**

1. The pre-school bus driver's meeting will be paid at the rate of a minimum field trip. Those not in attendance must use personal leave or sick leave in order to be paid.
2. Unexcused absences will cost a deduction of the above amount.

**B. YEAR END BUS CLEANING**

1. It is agreed that \$85.00 will be paid for clean-up of the bus at the end of the year. Only one driver per bus will be paid and each driver is personally responsible to clean his/her bus. Buses must pass the Transportation Supervisor's inspection.
2. Monthly bus cleanings, alternating between the interior and exterior of the bus (for example: August- exterior cleaning; September- interior cleaning; October- exterior cleaning) are required and must pass the Transportation Supervisor's inspection. Drivers will be compensated one (1) hour monthly for cleaning of the buses to be paid in June.
3. With respect to driver recertification (but not initial certification) through the Ohio Department of Education and Workforce, the Board will pay the affected driver at their regular hourly rate for up to nine (9) hours outside the driver's regularly scheduled work hours (trainings held during the summer, non-work months) per six-year recertification period. This provision does not require compensation for travel time to and from the training site.

**C. COMMERCIAL DRIVERS LICENSE**

1. See Article XVIII, Commercial Driver's License (CDL) for detailed language regarding CDL.
2. The Board shall pay for advanced training ODE classes only in the year of the driver's CDL recertification.

**D. BUS RUNS**

1. A bus run is defined as a driver picking up one load of students at their homes and dropping them off at a school or the reverse.

2. It is understood that if the LCC/Apollo or St. Gerard/Temple Christian runs are ever reinstated, the parties will bargain with respect to the issue.
3. The St. Gerard/Temple Christian run will be integrated into other routes without additional run pay. Regular contracted drivers shall be offered an opportunity to substitute, if they are available, before a regular substitute driver is employed.
4. This Article applies to the transportation of students in the Bath Local School District only.
5. When a driver calls off within two hours of a route departure, the first available Driver/substitute contacted will be offered the assignment. Bargaining unit drivers have the first priority in rotation.

**E. ON BOARD INSTRUCTORS**

1. On Board Instructor (OBI) vacancies shall be posted and bid and pursuant to Art. XII, Section (A), and shall be filled by the Transportation Supervisor or Superintendent and trained by the Allen County pre-service instructor according to Ohio Administrative Code or by other State approved instruction opportunities. OBIs are employed to provide training to individuals seeking to obtain a CDL for the purpose of driving a school bus for Bath Local Schools and to provide training for current bus drivers as required. In addition to their current hourly driving rate of pay, OBIs will be paid an additional three dollars (\$3.00) per hour for all training of Bath Local School District drivers. OBIs shall be granted professional leave for OBI recertification.

**F. FIELD TRIPS**

1. Definition - any extracurricular activity sponsored by the school that requires transportation by a bus or micro-bus.
2. Micro-buses may be used provided the number of passengers does not exceed a total of nine (9).
3. Field trips will be paid at the driver's appropriate run rate per hour driving time with a three (3) run minimum including waiting time. A **four-run** minimum, including waiting time, will apply to field trips described in Paragraph 5 below.

**The Board will calculate the following totals, and pay the driver which ever total is greater:**

- Drive time + wait time = total; 3 Runs at regular rate = total
- Drive time + wait time = total; 4 Runs at regular rate = total

4. All non-driving time will be paid at the rate of seventeen dollars and fifty cents (\$17.50) per hour.
5. Field trips that are scheduled to leave before 3:45 p.m. shall be awarded to a regular driver who agrees to a deduct for his/her regular run provided a substitute is available.
6. Field /Athletic Trips will be offered to drivers on a seniority rotation according to the current Field Trip Rules. The rotation resets on the first student day of a new school year. In the event no driver or substitute driver has signed up for a trip, the Transportation Supervisor may assign a driver to the trip in a continuous reverse seniority rotation. In the event there are multiple trips left open, the most senior driver may choose their trip first of the available open trips, and a driver will be afforded one (1) opportunity throughout the school year to decline a forced trip assignment. If a forced trip assignment is cancelled, the driver will remain on the list in their current position and the trip will not count as a cancelled trip for the purposes of selecting forced trips on the next field trip week. No bus driver may take a trip or route if the expected paid time for the trip or route would put the driver into overtime for the week unless requested to do so by the administration. Un-bid trips shall be assigned in rotation to the first driver who would not exceed 40 hours.
7. If overtime driving for an extra trip is requested by an administrator, the overtime opportunity will be rotated among drivers who would have more than forty (40) hours of work time for the week.

## **ARTICLE XII PROCEDURES**

### **A. BID PROCEDURE**

1. When a vacancy occurs, unless the position is to be abolished, it will be posted within five (5) working days after position is open. Board action is required on the resignation before the position is posted. The position will be posted for a period of five (5) working days, and the vacancy filled within five (5) working days. Between June 1<sup>st</sup> and August 15<sup>th</sup>, the notification of vacancies will be sent to all employees by school e-mail.
2. Any job that is increased thirty (30) minutes or more per day is to be posted.
3. The Administration, with the Board action where necessary, shall make the final decision on the filling of bargaining unit vacancies, first giving consideration to internal applicants' experience, seniority and qualifications. It shall be the policy of the District to select the best qualified applicant. Where two or more applicants are deemed equally well qualified (as judged by the Administration), the most senior shall be granted the position.
4. If a current employee bids out of his/her classification in an open position, and is accepted, it will be for a thirty (30) day trial period. If, at the time, the employee "job fails" the new position, either due to personal reasons or ability, the employee has the right to return to the original position. However, that employee loses the right to bid for that same position at any future date.
5. Any current employee who has their application rejected will receive a written notice of rejection.

### **B. BUS RUN BID(S)**

1. When a bus driver resigns, retires, or is terminated, his/her bus run (s) may be bid as one vacancy or may be bid as separate runs, to achieve, or to further the attainment of a four (4) run route.
2. Drivers may not resign from or split a route/run unless it achieves or furthers the attaining of a four (4) run route.

### **C. LAYOFF-RECALL**

1. If the Board determines to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, cost saving considerations, or lack of work, the following procedure shall govern such layoff:

- a. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements in so far as practical for employees who resign, retire, or otherwise vacate a position.
- b. Whenever the Board determines to lay off employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first.
  - b1. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular classification computed from the latest date of hire or appointment to their present classification.
  - b2. Authorized leaves of absence do not constitute an interruption of continuous service.
  - b3. In case of identical seniority, a coin toss will be initiated on the day of hire to determine which employee shall be laid off first.
- c. The following classifications shall be used for the purpose of defining classification seniority in the event of the layoff:

Custodian-General Labor	Secretaries
Food Service Employees	Skilled Maintenance/Maintenance
Mechanic Head Mechanic	Study Hall Monitor
Librarian Assistant	Teacher's Aides
Monitors	Bus Drivers
Aides	Bus Aides

- d. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off.
- e. Fifteen (15) days prior to the effective date of layoffs, the Board of Education shall prepare and post for inspection, in a conspicuous place, a list containing the names, seniority dates, and classification and indicate which employees are to be laid off.
- f. Each employee to be laid off shall be given advance written notice of the layoff.
- g. Each notice of layoff shall state the following:
  - g1. Reasons for the layoff or reduction.
  - g2. The effective date of layoff.



- g3. A statement advising the employee of their rights of reinstatement from the layoff.
  - h. For the classification in which the layoffs occur, the Board shall prepare a reinstatement list, names of all employees employed under contracts shall be placed on the reinstatement list in reverse order of layoff.
    - h1. Vacancies which occur in the classification of layoff shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered.
  - i. The employee must accept or reject the job offer in writing within one (1) week of the date on which the offer, addressed to the employee's address of record in the Treasurer's office, is sent by certified mail.
  - j. In the event the employee is unable to be contacted, a registered letter shall be sent to his/her last known address.
  - k. If it is not deliverable or if no reply is received within seven (7) days, the position may be offered to the next employee in line.
- 2. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.
  - 3. If subcontracting results in layoff, then more senior employees affected shall have the right to bump junior employees in other classifications provided that they are qualified for the position into which they bump.
  - 4. If the Board ever intends any such subcontracting of work that would result in layoff, the Board will furnish the Local #357 President with written notice of such intent at least ninety (90) calendar days in advance of a Board vote to implement such subcontracting. The written notice shall disclose the reasons for wishing to subcontract. At least thirty (30) calendar days in advance of a Board vote to implement such subcontracting. Local #357 shall be afforded an opportunity to make a presentation to the Board with respect to the issue.

## **ARTICLE XIII**

### **DUE PROCESS**

#### **A. APPLICATION**

1. This Article shall not limit the Board's authority to non-renew a limited contract for any reasons. The procedures herein shall apply to reductions in pay for disciplinary reasons, demotions, suspensions for disciplinary reasons or removals (termination or dismissal).

#### **B. DISCIPLINE**

1. When the Board or its designated representative, in his sole discretion, determines that an employee may be disciplined, it must be for any just cause.
2. The Board or its designated representative may impose whatever discipline it determines to be appropriate, up to and including suspension, and/or recommending termination to the Board, considering all circumstances. The Board alone may dismiss an employee.
3. The Superintendent or his designated representative shall inform the employee of any corrective action taken and shall place in the employee's personnel file copies of any written action or memoranda on non-written action taken.

#### **C. PROCEDURES: EMPLOYEES DISCIPLINE CONFERENCE**

1. Before imposing a reduction in pay, demotion, suspension or removal, the Board or its designated representative shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his behavior.
2. The employee has the right to be accompanied at the conference by one union representative along with one advisor of his/her own choosing.
3. The conference will be scheduled as promptly as possible by the Board or its designated representative.
4. The Board or its designated representative may impose reasonable rules on the length of the conference and the conduct of the participants.
5. The Board or its designated representative may tape record the conference, as may the employee or his representative.

6. The Board or its designated representative determines that the employee's continued employment prior to the conference poses a danger to persons or property of a threat of disruptive operations, he may suspend the employee without pay for up to three (3) days pending the conference to determine final disciplinary action.
7. If in such a situation, the Board or its designated representative determines at the conference that no discipline of the employee is appropriate; the employee shall receive back-pay for the period of suspension.

**D. PROGRESSIVE DISCIPLINE**

1. Ordinarily, the first instance of misconduct by an employee shall result in an oral reprimand from his Supervisor or the Board or its designated representative.
2. Further misconduct shall result in a written reprimand by the Supervisor or the Board or its designated representative.
3. Further misconduct shall result in suspension without pay, working suspension or demotion, or reduction in pay imposed by the Board or its designated representative. No vacation, personal leave, or deduct day may be used in conjunction with any disciplinary time off unless such vacation, leave or deduct day was approved in advance of notice to the employee that discipline may occur.
4. Further misconduct thereafter may result in removal by the Board.

**E. IMMEDIATE REMOVAL**

1. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate removal without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:
  - a. Theft of or damage to property of the district;
  - b. Theft of or damage to the property of a fellow employee;
  - c. Insubordination, or the uttering of threatening or abusive language toward management personnel, other employees or the public;
  - d. Intoxication, working under the influence of a controlled substance, or the sale, possession or use of any controlled substances;
  - e. Falsification of any district records or employment records; and,
  - f. Fighting.

**F. SOLE AND EXCLUSIVE REMEDY**

1. The grievance procedure shall be the sole and exclusive remedy for an employee wishing to contest the imposing or severity of a disciplinary action. The arbitrator may reduce the severity of the punishment if the circumstances so warrant.

**ARTICLE XIV**  
**DUES DEDUCTION**

**A. PAYROLL DEDUCTION**

**MAINTENANCE OF AGREEMENT**

1. The Board agrees to deduct from the wages of Association members for the payment of dues to the Association, upon presentation of a written authorization individually executed by any employee. This authorization shall be continuous unless revoked by the employee, according to the OAPSE/AFSCME Membership application. Such continuous membership, as indicated above, shall continue in force so long as the Association is the exclusive representative under the appropriate provisions of ORC, Chapter 4117.
2. The Association agrees to indemnify and save harmless the Board against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.
3. All dues shall be collected in equal deductions during the twelve (12) months of the school year and shall be submitted to the State Treasurer monthly with a list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the OAPSE Local #357 Treasurer.
4. Dues shall be deducted in twenty-four (24) approximately equal installments from the employee's paychecks, beginning in late September.
5. The dues of an employee who does not work a full year shall be pro-rated accordingly and any balance of dues owed shall be deducted from the employee's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

**B. AGENCY SHOP**

1. Payroll deduction of the Union dues shall begin with the first payroll period following thirty (30) days after receipt of the membership application and notice to the Treasurer of the Board.
2. Within ten (10) days of the day of payroll, the Treasurer of the Board shall transmit the amount deducted, with a list of the employees from whom deductions were made, to the State Treasurer of the Association, with a copy to the Treasurer of AFSCME Local #4/AFL/CIO, OAPSE Local #357. The President of AFSCME Local #4/AFL/CIO, OAPSE Local #357, on or before September 15, shall give the Treasurer for the school year the name and address of the State Treasurer of the Association.

3. The Board's responsibility under this agreement shall be limited to the deduction of dues, of which the Treasurer of the Board has been properly notified, from the payroll checks of Employees who have submitted a membership authorization form.
4. This fair share agreement between the Board and Association does not require any employee to become a member of the Association. Upon timely demand, non-members may appeal to the internal procedure adopted by the Association or such non-members may submit such appeals as provided by law. OAPSE/AFSCME Membership shall be recognized, and dues deduction provided, upon receipt of a membership application. Due's deduction shall be continuous, unless membership is revoked by the employee, in compliance with the membership application.
5. If the Board requests Association indemnification, the Association agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee section, provided that under this section of the Agreement, the Board agrees to permit the Association or its affiliated organizations to designate co-counsel to represent and defend the Board during the term of this Agreement.

**C. PAC (PEOPLE)**

1. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employee Organized to Promote Legislative Equality) deduction as provided for in a written authorization.
2. Such authorization must be executed by the employee and may be revoked by the employee at anytime by giving written notice to both the Employer and the Union.
3. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE XV**  
**PAYROLL**

**A.    PAY DATES**

1.       Employees' regular wages shall be paid in twenty-six (26) bi-weekly installments utilizing the established pay date schedule-by direct deposit. Confirmation of direct deposit pay shall be provided to each employee by e-mail.

Effective with the 2025-2026 school/contract year, employees' regular wages shall be paid in twenty-four monthly installments with installments paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month by direct deposit. If a payday occurs on a bank holiday or weekend, payroll will post on the preceding Friday. Confirmation of direct deposit pay shall be provided to each employee by e-mail.

**B.    WAGE NOTICE**

1.       The Board need not provide employees with individual wage notices.
2.       A newly hired employee shall be given written notice of his/her initial placement on the wage schedule.

**ARTICLE XVI**  
**DRUG TESTING**

**A.     DRUG TESTING**

1.     Bath Local Schools will follow all guidelines of Federal 49 CFR Part 383 and ORC.
2.     Bus drivers shall be subjected to drug and alcohol testing as mandated by the State and Federal Laws. See Appendix B.
3.     If an employee is suspected to have a drug or alcohol problem the Superintendent may require a urine and/or blood test to confirm or deny such problem.
4.     If an employee tests positive, he/she shall be notified that he/she may take a second test from a different lab at the Board's expense.
5.     Drug test results shall be shared with the employee when received by the Administration.



## **ARTICLE XVII**

### **WORKERS COMPENSATION**

1. It is understood that injuries due to a work related accident must be reported and documented within 8 hours of the occurrence if physically possible and an alcohol/drug test must be taken within the same 8 hour time frame at the employer's expense.
2. Failure to report a work related accident within 8 hours will affect the employer accepting or rejecting worker's compensation certification of the injury.
3. Failure to take an alcohol/drug test within 8 hours if required, refusal, positive results or an adulteration of the specimen will result in disciplinary action. Alcohol/Drug test will be given prior to employment and if reasonable suspicion exists at employer's expense.
4. Section 4123.54 of the O.R.C. requires notice of rebuttable presumption, and means that an employee may dispute or prove untrue the presumption (belief) that alcohol or controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work related injury.
5. The burden of proof is on the employee to prove the presence of alcohol or controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to a chemical testing may be disqualified for compensation and benefits under Worker's Compensation Act.
6. Failure to report a work related accident within five (5) calendar days will result in the employee using other Bath Local School leave(s) such as sick, personal or vacation prior to worker's compensation leave.
7. The District will conduct an in-service at the beginning of each school year about this Article.

**ARTICLE XVIII**  
**COMMERCIAL DRIVER'S LICENSE (CDL)**

1. The Bath Board of Education will pay for all annual abstracts needed for annual re- certification. Applications for this abstract must be on file before the first pay check in June will be released.
2. The Bath Board of Education will pay for fees for the initial physicals and testing. The Board will also pay for the difference between the cost of an operator's license and the commercial driver's license. In-service time required by the CDL in addition to the current four (4) hours annually will be reimbursed at the driver's per hour rate. The Board will not pay for re-takes of failed tests.
3. The Bath Board of Education will provide additional training, as needed, to assist drivers in taking and passing CDL tests up to five (5) times.
4. Drivers who lose CDLs due to being unable to pass one or more sections of the test or due to traffic violations, will be removed from employment, as is current practices, should they not pass a physical or eye test required or have their license suspended or revoked.
5. The Bath Board of Education will not pay for drivers to take licensing tests if the license testing is required due to traffic violations.
6. It is the Board's intention to continue the same pre-trip inspection practice as now in place. If the Board changes to the CDL Pre-trip Inspection Program, negotiations will immediately take place for payment for such inspection time.
7. The Bath Board of Education will pay as above for all regular drivers and first time drivers who agree to drive for at least one (1) school year (180 days).
8. Any driver driving less than the agreed time will owe the Board restitution of the CDL cost paid to them at the rate of 5% for each ten (10) days not in Bath School employment as a school bus driver.
9. The Bath Board of Education shall pay for advanced training ODE classes, scheduled up to one (1) year prior to recertification date.

**ARTICLE XIX**  
**ALCOHOL MISUSE AND CONTROLLED SUBSTANCES USE FOR**  
**BUS DRIVERS REGULATIONS**

**A. INTRODUCTIONS**

1. The Board is committed to programs, which promote safety for our students and our employees. In accordance with this commitment, as well as with federal law, the Board has implemented these regulations. A copy of these regulations will be provided to each of the bus drivers. Each driver will be required to sign a statement indicating that he/she has received a copy of those regulations.

**B. APPLICABILITY**

1. These regulations shall apply to all Bath bus drivers and any other of our employees who are required to have a commercial driver's license and applicants for driver positions. These regulations shall apply when a driver is actually driving, ready to drive, or immediately available to drive.

**C. PROHIBITED CONDUCT**

1. Bath's policy prohibits any alcohol misuse that could affect driving performance including:
  - a. use on the job;
  - b. use during the four hours before driving;
  - c. having prohibited concentrations of alcohol in the system while driving (.02). It also prohibits use during eight hours following an accident and refusal to take a required test.
2. The policy prohibits any controlled substance without a licensed physician's written prescription.

**D. WHEN TEST MAY BE CONDUCTED**

1. Pre-Employment  
Drivers may be tested before driving to establish that the driver has an alcohol concentration less than 0.02 and that no controlled substances are in the driver's system.
2. Post-Accident  
Drivers will be tested for alcohol and controlled substances as soon as practicable following an accident if the accident involved the loss of human life or if the driver receives a citation under state or local law for a moving violation arising from the accident.

3. Random  
Each year, at least 25% of the drivers will be tested randomly for alcohol concentration levels and 50% of the drivers will be tested for controlled substances. The selection of drivers for random testing shall be scientifically valid to ensure that each driver has an equal chance of being tested each time selections are made.
4. Reasonable Suspicion  
Drivers will be required to submit to an alcohol test and/or a controlled substance test when the school district has reasonable suspicion that the driver has engaged in the prohibited conduct set forth in Section 3 of this policy. Reasonable suspicion will be based upon observations concerning the appearance, behavior, speech or body odor of the driver.
5. Follow-up Testing  
If a substance abuse professional determines that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver will be subject to unannounced follow-up testing. This testing will occur when the driver is driving, about to drive, or just after the driver has driven.

**E. TESTING PROCEDURES**

1. If a driver is required to submit to an alcohol test, it will ordinarily be a breath test. In limited circumstances, a blood test may be required to test for alcohol. Testing for controlled substances will be done with a urine sample. The test location will be sufficiently private to prevent unauthorized persons from seeing or hearing test results. Breath tests will be conducted on federally approved machines to ensure accuracy. Urine samples will be split to confirm positive test results.

**F. MANDATORY TESTING**

1. No driver shall refuse to submit to any of the tests set forth in Section 4 of this policy. Refusal to submit includes failing to provide adequate breath and/or urine samples for testing without a valid medical explanation and any other conduct that obstructs the testing process. Drivers who refuse to be tested shall not be permitted to drive and shall be subject to termination.

**G. VIOLATIONS OF POLICY**

1. Drivers who engage in any of the conduct described in Section 3 of these regulations will not be permitted to drive. Should the Board elect to retain the driver, he/she will be required to submit to an evaluation by a substance abuse professional. Before being able to return to work, drivers will have to submit to a return to duty test as described in Section 4(E) of this policy. If a driver is determined to have

an alcohol concentration of 0.02 or greater, but less than 0.04, the driver will not be able to drive for twenty-four (24) hours.

**H. MISCELLANEOUS**

1. Any questions regarding these regulations should be directed to the Superintendent or his designee.
2. These regulations are being implemented by the Board pursuant to federal law. The law was developed in large part for safety reasons and because of the negative consequences alcohol and controlled substances use can have on one's health, work and personal life. If an employee believes he/she has a problem with alcohol and/or controlled substances, please seek assistance. The school district will attempt to place the employee in contact with the appropriate professionals. An employee who believes a co-worker is using controlled substances or abusing alcohol, should discuss the matter with his/her supervisor.
3. Upon notice to the Transportation Supervisor of an accident, the Board shall compensate a bus driver for reasonable and necessary time needed for required post-accident drug/alcohol testing.

**ARTICLE XX**  
**RE-HIRING OF RETIRED CLASSIFIED STAFF**

The Bath Board of Education agrees to re-hire retired classified employees with five (5) years of experience on the negotiated pay scale. The employee may purchase a single Medical Insurance plan per Article IX (with the Board and employee each paying their respective shares). The employee may purchase a single or family Dental Insurance plan per Article IX (with the Board and employee each paying their respective shares). The employee is not eligible to receive the cash-in-lieu payment under Article IX. Life Insurance will be as per negotiated agreement. The Board agrees that the employee shall receive both sick leave and personal leave as per the contract, but will not accumulate sick leave, personal leave (beyond current school year) or severance pay. The employee shall be automatically non-renewed yearly without notice but will be eligible to be re-hired in the next school year.

**ARTICLE XXI**  
**EVALUATION PROCEDURES**

1. Employees on limited contracts shall be evaluated at least once each year. Employees on continuing contracts may be evaluated every third year. Any employee may be evaluated at other times in the administration's discretion.
2. Evaluations are to be completed on the evaluation form as developed by the Superintendent.
3. Evaluations are to be performed by administrators or supervisors.
4. The evaluation should consist of a conference with the employee to review the evaluation.
5. Employees shall sign his/her evaluation to indicate that he/she has reviewed the contents. A copy of the evaluation shall be provided to the employee.

**ARTICLE XXII**  
**AGREEMENT**

**A. ENTIRE AGREEMENT**

1. The specific provisions of the Agreement shall be the sole source of rights of OAPSE Local #357 and any employees covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and OAPSE Local #357 and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, understanding or practice, whether oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.



## Rates Effective 1/1/25 for Classified Employees

2025 Proposed

6.0% MEDICAL, 0% DENTAL

### M.D.H.P

Medical Insurance Premiums Per Month for Family			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 307.63	\$ 1,638.35	\$ 1,945.82
6-7	\$ 357.63	\$ 1,588.35	\$ 1,945.82
4-5	\$ 1,315.98	\$ 630.00	\$ 1,945.82
2-3	\$ 1,840.98	\$ 105.00	\$ 1,945.82

Medical Insurance Premiums Per Month for Single			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 124.11	\$ 660.97	\$ 785.08
6-7	\$ 149.11	\$ 635.97	\$ 785.08
4-5	\$ 360.08	\$ 425.00	\$ 785.08
2-3	\$ 735.08	\$ 50.00	\$ 785.08

DENTAL FAMILY			
Hours/day	Employee Pa	Board Pay	Total Cost
8	\$ 49.84	\$ 52.80	\$ 102.64
6-7	\$ 49.84	\$ 52.80	\$ 102.64
4-5	\$ 102.64	\$ -	\$ 102.64
2-3	\$ 102.64	\$ -	\$ 102.64

DENTAL SINGLE			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 49.84	\$ 52.80	\$ 102.64
6-7	\$ 49.84	\$ 52.80	\$ 102.64
4-5	\$ 49.84	\$ 52.80	\$ 102.64
2-3	\$ 102.64	\$ -	\$ 102.64

Vision Insurance Premiums Per Month		
	100% Employee Paid	
Employee Only		\$6.78
EE+Spouse		\$12.90
EE+ Child(ren)		\$13.56
EE+ Family		\$19.94

## Bath Local S.D.

### H.D.H.P.

Medical Insurance Premiums Per Month for Family			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 249.30	\$ 1,481.76	\$ 1,731.06
6-7	\$ 299.30	\$ 1,431.76	\$ 1,731.06
4-5	\$ 1,101.06	\$ 630.00	\$ 1,731.06
2-3	\$ 1,626.06	\$ 105.00	\$ 1,731.06

Medical Insurance Premiums Per Month for Single			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 99.93	\$ 598.13	\$ 645.62
6-7	\$ 95.62	\$ 550.00	\$ 645.62
4-5	\$ 220.62	\$ 425.00	\$ 645.62
2-3	\$ 595.62	\$ 50.00	\$ 645.62

Board Payment for No Insurance		
Hours/day	Family	Single
8	\$ 2,500.00	\$ 1,500.00
7	\$ 2,500.00	\$ 1,500.00
6	\$ 2,500.00	\$ 1,500.00
5	\$ 1,500.00	\$ 1,500.00
4	\$ 700.00	\$ 400.00
3	\$ 400.00	\$ 200.00
2	\$ 200.00	\$ 100.00

\$45,000 Life Insurance	
Full Time Employee (30 hrs or more)	
Employee Share	\$ -
Board Share	\$ 4.28
Total Cost	\$ 4.28
\$20,000 Life Insurance	
Part Time Employee (< 30 hrs)	
Employee Share	\$ -
Board Share	\$ 1.90
Total Cost	\$ 1.90

## Rates Effective 1/1/21 for Classified Employees

4.0% MEDICAL, 0% DENTAL

### M.D.H.P

Medical Insurance Premiums Per Month for Family			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 424.82	\$ 1,375.00	\$ 1,799.82
7	\$ 449.82	\$ 1,350.00	\$ 1,799.82
6	\$ 474.82	\$ 1,325.00	\$ 1,799.82
5	\$ 1,169.82	\$ 630.00	\$ 1,799.82
4	\$ 1,274.82	\$ 525.00	\$ 1,799.82
3	\$ 1,694.82	\$ 105.00	\$ 1,799.82
2	\$ 1,744.82	\$ 55.00	\$ 1,799.82

Medical Insurance Premiums Per Month for Single			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 151.12	\$ 575.00	\$ 726.12
7	\$ 176.12	\$ 550.00	\$ 726.12
6	\$ 201.12	\$ 525.00	\$ 726.12
5	\$ 301.12	\$ 425.00	\$ 726.12
4	\$ 476.12	\$ 250.00	\$ 726.12
3	\$ 676.12	\$ 50.00	\$ 726.12
2	\$ 701.12	\$ 25.00	\$ 726.12

The Board will pay \$25.00 more monthly for each \$50.00 increase in medical premium (for 6, 7, and 8 hr/day employees).

DENTAL FAMILY			
Hours/day	Employee Pa	Board Pay	Total Cost
8	\$ 49.84	\$ 52.80	\$ 102.64
7	\$ 49.84	\$ 52.80	\$ 102.64
6	\$ 49.84	\$ 52.80	\$ 102.64
5	\$ 102.64	\$ -	\$ 102.64
4	\$ 102.64	\$ -	\$ 102.64
3	\$ 102.64	\$ -	\$ 102.64
2	\$ 102.64	\$ -	\$ 102.64

DENTAL SINGLE			
Hours/day	Employee Pa	Board Pay	Total Cost
8	\$ 49.84	\$ 52.80	\$ 102.64
7	\$ 49.84	\$ 52.80	\$ 102.64
6	\$ 49.84	\$ 52.80	\$ 102.64
5	\$ 49.84	\$ 52.80	\$ 102.64
4	\$ 102.64	\$ -	\$ 102.64
3	\$ 102.64	\$ -	\$ 102.64
2	\$ 102.64	\$ -	\$ 102.64

Vision Insurance Premiums Per Month		
	100% Employee Paid	
Employee Only		\$6.78
EE+Spouse		\$12.90
EE+ Child(ren)		\$13.56
EE+ Family		\$19.94

## Bath Local S.D.

### H.D.H.P.

Medical Insurance Premiums Per Month for Family			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 251.06	\$ 1,350.00	\$ 1,601.06
7	\$ 276.06	\$ 1,325.00	\$ 1,601.06
6	\$ 301.06	\$ 1,300.00	\$ 1,601.06
5	\$ 971.06	\$ 630.00	\$ 1,601.06
4	\$ 1,076.06	\$ 525.00	\$ 1,601.06
3	\$ 1,496.06	\$ 105.00	\$ 1,601.06
2	\$ 1,546.06	\$ 55.00	\$ 1,601.06

Medical Insurance Premiums Per Month for Single			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 70.62	\$ 575.00	\$ 645.62
7	\$ 95.62	\$ 550.00	\$ 645.62
6	\$ 120.62	\$ 525.00	\$ 645.62
5	\$ 220.62	\$ 425.00	\$ 645.62
4	\$ 395.62	\$ 250.00	\$ 645.62
3	\$ 595.62	\$ 50.00	\$ 645.62
2	\$ 620.62	\$ 25.00	\$ 645.62

Board Payment for No Insurance		
Hours/day	Family	Single
8	\$ 2,500.00	\$ 1,500.00
7	\$ 2,500.00	\$ 1,500.00
6	\$ 2,500.00	\$ 1,500.00
5	\$ 1,500.00	\$ 1,500.00
4	\$ 700.00	\$ 400.00
3	\$ 400.00	\$ 200.00
2	\$ 200.00	\$ 100.00

\$45,000 Life Insurance	
Full Time Employee (30 hrs or more)	
Employee Share	\$ -
Board Share	\$ 4.28
Total Cost	\$ 4.28
\$20,000 Life Insurance	
Part Time Employee (< 30 hrs)	
Employee Share	\$ -
Board Share	\$ 1.90
Total Cost	\$ 1.90

# Rates Effective 1/1/21 for Classified Employees

## 2022 PROPOSED

### M.D.H.P.

Medical Insurance Premiums Per Month for Family			
Hours/day	Employee Pa	Board Pay	Total Cost
8	\$ 263.78	\$ 1,536.04	\$ 1,799.82
7	\$ 313.78	\$ 1,486.04	\$ 1,799.82
6	\$ 363.78	\$ 1,436.04	\$ 1,799.82
5	\$ 1,169.82	\$ 630.00	\$ 1,799.82
4	\$ 1,274.82	\$ 525.00	\$ 1,799.82
3	\$ 1,694.82	\$ 105.00	\$ 1,799.82
2	\$ 1,744.82	\$ 55.00	\$ 1,799.82

Medical Insurance Premiums Per Month for Single			
Hours/day	Employee Pa	Board Pay	Total Cost
8	\$ 106.42	\$ 619.70	\$ 726.12
7	\$ 131.42	\$ 594.70	\$ 726.12
6	\$ 156.42	\$ 569.70	\$ 726.12
5	\$ 301.12	\$ 425.00	\$ 726.12
4	\$ 476.12	\$ 250.00	\$ 726.12
3	\$ 676.12	\$ 50.00	\$ 726.12
2	\$ 701.12	\$ 25.00	\$ 726.12

DENTAL FAMILY			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 49.84	\$ 52.80	\$ 102.64
7	\$ 49.84	\$ 52.80	\$ 102.64
6	\$ 49.84	\$ 52.80	\$ 102.64
5	\$ 102.64	\$ -	\$ 102.64
4	\$ 102.64	\$ -	\$ 102.64
3	\$ 102.64	\$ -	\$ 102.64
2	\$ 102.64	\$ -	\$ 102.64

DENTAL SINGLE			
Hours/day	Employee Pay	Board Pay	Total Cost
8	\$ 49.84	\$ 52.80	\$ 102.64
7	\$ 49.84	\$ 52.80	\$ 102.64
6	\$ 49.84	\$ 52.80	\$ 102.64
5	\$ 49.84	\$ 52.80	\$ 102.64
4	\$ 102.64	\$ -	\$ 102.64
3	\$ 102.64	\$ -	\$ 102.64
2	\$ 102.64	\$ -	\$ 102.64

Vision Insurance Premiums Per Month		
	100% Employee Paid	
Employee Only		\$6.78
EE + Spouse		\$12.90
EE + Child(ren)		\$13.56
EE + Family		\$19.94

# Bath Local S.D.

### H.D.H.P.

Medical Insurance Premiums Per Month for Family			
Hours/day	Employee Pa	Board Pay	Total Cost
8	\$ 263.78	\$ 1,536.04	\$ 1,799.82
7	\$ 313.78	\$ 1,486.04	\$ 1,799.82
6	\$ 363.78	\$ 1,436.04	\$ 1,799.82
5	\$ 1,169.82	\$ 630.00	\$ 1,799.82
4	\$ 1,274.82	\$ 525.00	\$ 1,799.82
3	\$ 1,694.82	\$ 105.00	\$ 1,799.82
2	\$ 1,744.82	\$ 55.00	\$ 1,799.82

Medical Insurance Premiums Per Month for Single			
Hours/day	Employee Pa	Board Pay	Total Cost
8	\$ 84.20	\$ 561.42	\$ 645.62
7	\$ 109.20	\$ 536.42	\$ 645.62
6	\$ 134.20	\$ 511.42	\$ 645.62
5	\$ 220.62	\$ 425.00	\$ 645.62
4	\$ 395.62	\$ 250.00	\$ 645.62
3	\$ 595.62	\$ 50.00	\$ 645.62
2	\$ 620.62	\$ 25.00	\$ 645.62

Board Payment for No Insurance		
Hours/day	Family	Single
8	\$ 2,500.00	\$ 1,500.00
7	\$ 2,500.00	\$ 1,500.00
6	\$ 2,500.00	\$ 1,500.00
5	\$ 1,500.00	\$ 1,500.00
4	\$ 700.0	\$ 400.00
3	\$ 400.0	\$ 200.00
2	\$ 200.0	\$ 100.00

\$45,000 Life Insurance	
Full Time Employee (30 hrs or more)	
Employee Share	\$ -
Board Share]	\$ 4.28
Total Cost	\$ 4.28
\$20,000 Life Insurance	
Part Time Employee (< 30 hrs)	
Employee Share	\$ -
Board Share	\$ 1.90
Total Cost	\$ 1.90

**CLASSIFIED WAGE SCHEDULE**  
**BATH LOCAL SCHOOL DISTRICT**  
**EFFECTIVE JULY 1, 2024 - JUNE 30, 2025**  
**\$0.82**

**CUSTODIAN –  
GENERAL LABOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	19.51
2-4	1.056	20.56
5-7	1.112	21.60
8-10	1.168	22.65
11-12	1.224	23.70
13-17	1.280	24.74
18-24	1.336	25.79
25	1.392	26.84

**SKILLED MAINT -  
MAINT/MECHANIC**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.046	20.37
2-4	1.102	21.42
5-7	1.158	22.46
8-10	1.214	23.51
11-12	1.270	24.56
13-17	1.326	25.60
18-24	1.382	26.65
25	1.438	27.70

**HEAD MECHANIC**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.308	25.27
2-4	1.378	26.57
5-7	1.448	27.88
8-10	1.518	29.19
11-12	1.588	30.50
13-17	1.658	31.81
18-24	1.728	33.12
25	1.798	34.42

**BUS DRIVER**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	24.82
2-4	1.048	25.97
5-7	1.096	27.12
8-10	1.144	28.28
11-12	1.160	28.66
13-17	1.176	29.04
18-24	1.192	29.43
25	1.240	30.58

**SECRETARY**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	17.80
2-4	1.056	18.75
5-7	1.112	19.70
8-10	1.168	20.65
11-12	1.224	21.60
13-17	1.280	22.55
18-24	1.336	23.51
25	1.392	24.46

**LIBRARIAN ASST.**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	17.13
2-4	1.056	18.04
5-7	1.112	18.96
8-10	1.168	19.87
11-12	1.224	20.78
13-17	1.280	21.70
18-24	1.336	22.61
25	1.392	23.52

**MONITOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	16.08
2	1.056	16.93
3	1.112	17.79
4	1.168	18.64
5-7	1.193	19.03
8-17	1.208	19.25
18-24	1.224	19.50
25	1.280	20.35

**STUDY HALL MONITOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	17.31
2-4	1.056	18.23
5-7	1.112	19.16
8-10	1.168	20.08
11-12	1.224	21.00
13-17	1.280	21.93
18-24	1.336	22.85
25	1.392	23.77

**TEACHER'S AIDES/  
BUS AIDES**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	17.82
2-4	1.140	20.20
5-7	1.160	20.54
8-10	1.175	20.80
11-12	1.193	21.10
8-17	1.280	22.58
18-24	1.336	23.53
25	1.392	24.48

**TEACHER'S AIDES  
(With Toileting)**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	18.00
2	1.056	18.96
3	1.112	19.92
4	1.168	20.89
5-7	1.193	21.32
8-17	1.280	22.81
18-24	1.336	23.77
25	1.392	24.73

**FOOD SERVICE**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	16.32
2-4	1.056	17.19
5-7	1.112	18.06
8-10	1.168	18.92
11-12	1.224	19.79
13-17	1.280	20.66
18-24	1.336	21.53
25	1.392	22.40

**HEAD COOK**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	21.31
2-4	1.019	21.70
5-7	1.037	22.07
8-10	1.055	22.44
11-12	1.075	22.85
13-17	1.093	23.22
18-24	1.112	23.60
25	1.131	23.99

**CLASSIFIED WAGE SCHEDULE**  
**BATH LOCAL SCHOOL DISTRICT**  
**EFFECTIVE JULY 1, 2025 - JUNE 30, 2026**  
**3.50%**

**CUSTODIAN –  
GENERAL LABOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	20.19
2-4	1.056	21.32
5-7	1.112	22.45
8-10	1.168	23.58
11-12	1.224	24.71
13-17	1.280	25.84
18-24	1.336	26.97
25	1.392	28.10

**SKILLED MAINT -  
MAINT/MECHANIC**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.046	21.12
2-4	1.102	22.25
5-7	1.158	23.38
8-10	1.214	24.51
11-12	1.270	25.64
13-17	1.326	26.77
18-24	1.382	27.90
25	1.438	29.03

**HEAD MECHANIC**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.308	26.41
2-4	1.378	27.82
5-7	1.448	29.24
8-10	1.518	30.65
11-12	1.588	32.06
13-17	1.658	33.48
18-24	1.728	34.89
25	1.798	36.30

**BUS DRIVER**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	25.69
2-4	1.048	26.92
5-7	1.096	28.16
8-10	1.144	29.39
11-12	1.160	29.80
13-17	1.176	30.21
18-24	1.192	30.62
25	1.240	31.86

**SECRETARY**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	18.42
2-4	1.056	19.45
5-7	1.112	20.48
8-10	1.168	21.51
11-12	1.224	22.55
13-17	1.280	23.58
18-24	1.336	24.61
25	1.392	25.64

**LIBRARIAN ASST.**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	17.73
2-4	1.056	18.72
5-7	1.112	19.72
8-10	1.168	20.71
11-12	1.224	21.70
13-17	1.280	22.69
18-24	1.336	23.69
25	1.392	24.68

**MONITOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	16.64
2	1.056	17.57
3	1.112	18.50
4	1.168	19.44
5-7	1.193	19.85
8-17	1.208	20.10
18-24	1.224	20.37
25	1.280	21.30

**STUDY HALL MONITOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	17.92
2-4	1.056	18.92
5-7	1.112	19.93
8-10	1.168	20.93
11-12	1.224	21.93
13-17	1.280	22.94
18-24	1.336	23.94
25	1.392	24.94

**TEACHER'S AIDES/  
BUS AIDES**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	18.44
2-4	1.140	21.02
5-7	1.160	21.39
8-10	1.175	21.67
11-12	1.193	22.00
8-17	1.280	23.60
18-24	1.336	24.64
25	1.392	25.67

**TEACHER'S AIDES  
(With Toileting)**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	18.63
2	1.056	19.67
3	1.112	20.72
4	1.168	21.76
5-7	1.193	22.23
8-17	1.280	23.85
18-24	1.336	24.89
25	1.392	25.93

**FOOD SERVICE**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	16.89
2-4	1.056	17.84
5-7	1.112	18.78
8-10	1.168	19.73
11-12	1.224	20.67
13-17	1.280	21.62
18-24	1.336	22.57
25	1.392	23.51

**HEAD COOK**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	22.06
2-4	1.019	22.48
5-7	1.037	22.88
8-10	1.055	23.27
11-12	1.075	23.71
13-17	1.093	24.11
18-24	1.112	24.53
25	1.131	24.95

**CLASSIFIED WAGE SCHEDULE**  
**BATH LOCAL SCHOOL DISTRICT**  
**EFFECTIVE JULY 1, 2026 - JUNE 30, 2027**  
**3.50%**

**CUSTODIAN –  
GENERAL LABOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	20.90
2-4	1.056	22.07
5-7	1.112	23.24
8-10	1.168	24.41
11-12	1.224	25.58
13-17	1.280	26.75
18-24	1.336	27.92
25	1.392	29.09

**SKILLED MAINT -  
MAINT/MECHANIC**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.046	21.86
2-4	1.102	23.03
5-7	1.158	24.20
8-10	1.214	25.37
11-12	1.270	26.54
13-17	1.326	27.71
18-24	1.382	28.88
25	1.438	30.05

**HEAD MECHANIC**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.308	27.34
2-4	1.378	28.80
5-7	1.448	30.26
8-10	1.518	31.73
11-12	1.588	33.19
13-17	1.658	34.65
18-24	1.728	36.12
25	1.798	37.58

**BUS DRIVER**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	26.59
2-4	1.048	27.87
5-7	1.096	29.14
8-10	1.144	30.42
11-12	1.160	30.84
13-17	1.176	31.27
18-24	1.192	31.70
25	1.240	32.97

**SECRETARY**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	19.06
2-4	1.056	20.13
5-7	1.112	21.19
8-10	1.168	22.26
11-12	1.224	23.33
13-17	1.280	24.40
18-24	1.336	25.46
25	1.392	26.53

**LIBRARIAN ASST.**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	18.35
2-4	1.056	19.38
5-7	1.112	20.41
8-10	1.168	21.43
11-12	1.224	22.46
13-17	1.280	23.49
18-24	1.336	24.52
25	1.392	25.54

**MONITOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	17.22
2	1.056	18.18
3	1.112	19.15
4	1.168	20.11
5-7	1.193	20.54
8-17	1.208	20.80
18-24	1.224	21.08
25	1.280	22.04

**STUDY HALL MONITOR**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	18.55
2-4	1.056	19.59
5-7	1.112	20.63
8-10	1.168	21.67
11-12	1.224	22.71
13-17	1.280	23.74
18-24	1.336	24.78
25	1.392	25.82

**TEACHER'S AIDES/  
BUS AIDES**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	19.09
2-4	1.140	21.76
5-7	1.160	22.14
8-10	1.175	22.43
11-12	1.193	22.77
8-17	1.280	24.44
18-24	1.336	25.50
25	1.392	26.57

**TEACHER'S AIDES  
(With Toileting)**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	19.28
2	1.056	20.36
3	1.112	21.44
4	1.168	22.52
5-7	1.193	23.00
8-17	1.280	24.68
18-24	1.336	25.76
25	1.392	26.84

**FOOD SERVICE**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	17.48
2-4	1.056	18.46
5-7	1.112	19.44
8-10	1.168	20.42
11-12	1.224	21.40
13-17	1.280	22.37
18-24	1.336	23.35
25	1.392	24.33

**HEAD COOK**

<i>Year</i>	<i>Index</i>	<i>Rate</i>
1	1.000	22.83
2-4	1.019	23.26
5-7	1.037	23.67
8-10	1.055	24.09
11-12	1.075	24.54
13-17	1.093	24.95
18-24	1.112	25.39
25	1.131	25.82