

## **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is entered into and effective as of this 18<sup>th</sup> day of September, 2018, (“Effective Date”) by and between the Galion City Schools Board of Education (“Board”) and OAPSE and Its Local #370 (“OAPSE”).

WHEREAS, the Board and OAPSE (collectively, “Parties”) are parties to a Collective Bargaining Agreement in effect July 1, 2016, through June 30, 2019, (“Agreement”); and

WHEREAS, Section 1, Recognition, of the Agreement contains the list of employee classifications that are covered by the Agreement by virtue of representation by the Association; and

WHEREAS, Section 1, Recognition, of the Agreement contains separate classifications for custodians, and also maintenance employees; and

WHEREAS, Appendix A of the Agreement contains the salary schedules for each classification recognized in the Association, which corresponds with Section 1, Recognition, of the Agreement; and

WHEREAS, the Parties have discussed the creation of a new classification called “Custodial/Maintenance Helper,” and the Parties desire for such classification to be covered under the Association’s bargaining unit; and

WHEREAS, in creating such classification, the Parties have expressed a mutual desire for current “Part-Time Maintenance Helper” employee Michael J. Makeever, to be transferred to the one (1) position in the classification, effective upon its creation; and

WHEREAS, the Parties desire to now proceed with formally creating and filling the classification of “Custodial/Maintenance Helper” within the Association’s bargaining unit, based upon the terms and conditions as set forth herein;

It is therefore the AGREEMENT of the Parties hereto as follows:

1. Effective upon execution of this Memorandum of Understanding (“MOU”), the classification of “Custodial/Maintenance Helper” is established within the Association’s bargaining unit;
2. Effective upon execution of this MOU, the Parties hereby agree to file all required documentation with the State Employment Relations Board to effectuate such formal change to Section 1, Recognition, of the Agreement, to include the classification of “Custodial/Maintenance Helper;”
3. Effective upon execution of this MOU, one (1) position within the new classification of “Custodial/Maintenance Helper” will be established. The position will be a full-time, eight (8) hour per day, two hundred sixty (260) contract day position. All provisions of Article 41, I., Custodial Employees, and II, Maintenance, shall apply to the new classification of “Custodial/Maintenance Helper”;

4. Effective upon execution of this MOU, the “Custodial/Maintenance Helper” classification pay shall be as follows and would be added to Appendix A of the Agreement;

Step	Salary
0	11.79
1	12.09
2	12.47
3	12.78
4	13.15
5	13.49
6	14.23
7	14.54
8	14.87
9	15.14
10	15.44
11	15.71

5. The Parties hereby agree to voluntarily and affirmatively waive the application of Article 5, Employment, and Article 8, Bid Procedure, of the Agreement to the one (1) new position created in the classification of “Custodial/Maintenance Helper” such that current “Part-Time Maintenance Helper” employee Michael J. Makeever can be transferred to said position upon the effective date of the position;
6. The Parties further agree that upon Michael J. Makeever’s transfer to the position of “Custodial/Maintenance Helper,” Makeever’s pay shall be equal to Step ‘0’ on the salary schedule for the “Custodial/Maintenance Helper” classification;
7. The Parties further agree that upon Michael J. Makeever’s transfer to the position of “Custodial/Maintenance Helper,” Makeever shall begin to accumulate classification seniority in the classification of “Custodial/Maintenance Helper”;
8. All other provisions of the Agreement between the Parties shall remain unaffected by this MOU and shall remain in full force and effect for the term of the Agreement;
9. The Parties acknowledge and agree that this MOU will not serve as precedent nor shall it establish any past practice or otherwise with respect to the matters contained herein or any other matter;
10. The Parties agree that this MOU expires upon expiration of the current Agreement, at which time the Parties may negotiate the continuation of the terms of this MOU.

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Roxann Ramsey, OAPSE Local #370 President

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Jim Grubbs, Superintendent