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STATE EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT

between

THE HIGHLAND LOCAL SCHOOL BOARD

*Morrow County*

and

THE UNITED ELECTRICAL, RADIO AND MACHINE WORKERS  
OF AMERICA, LOCAL 741

**EFFECTIVE:** July 1, 2009

**EXPIRES:** June 30, 2012

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**ARTICLE 1**

**AGREEMENT**

1.01 This agreement is hereby entered into by and between the Highland Local School Board, hereinafter referred to as the "Employer," and the United Electrical, Radio and Machine Workers of America, hereinafter referred to as the Union.

**ARTICLE 2**

**RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time employees as certified by the Ohio State Employment Relations Board on November 4, 1999 and on October 6, 2005.

2.02 The bargaining unit is described as including all classified employees of the Highland Local School Board of Education. At the effective date of this Agreement, the bargaining unit included the following classifications, but the listing of included classifications does not necessarily exclude any further non-certified jobs classification, unless specifically excluded by the terms of this Agreement or by law.

A. INCLUDED: Educational Assistants, Building Cooks, Cook/Cashier, Building Custodians, Assistant Custodians, Groundskeeper, Bus Driver, Bus Mechanic, Bus Mechanic Helper, Secretaries, and Maintenance.

B. EXCLUDED: All supervisors and confidential employees exempt from coverage under ORC Section 4117.01, and all other employees not included above.

2.03 Bargaining unit employees are not authorized to and shall not at any time prepare or initiate disciplinary action of any kind or variety against other bargaining unit employees. However, the Employer will not be prevented from taking disciplinary action for just cause on the basis of information it gains from bargaining unit employees.

2.04 Employee evaluations shall be prepared by the Employer and no bargaining unit employee shall be permitted to sign or otherwise take primary responsibility for the evaluation of any other bargaining unit employee.

**ARTICLE 3**

**SEVERABILITY**

- 3.01 The Employer and the Union agree that all items in this Agreement, which permissibly supersedes applicable state law pursuant to Ohio Revised Code Section 4117.10(A), shall not be affected by this Article. Should any clause of this Agreement be held to be in violation of law by a court of competent jurisdiction, then that provision of the Agreement shall be rendered null and void, but the remaining provisions of the Agreement shall remain in full force and effect.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

- 4.01 The Union and the Employer hereby retain and reserve, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and the constitutions of the State of Ohio and the United States and this Agreement. The Union agrees that the Employer retains all of the functions, rights, powers, responsibilities and authority to manage and operate the school district except as limited or modified by this agreement, other agreements and understandings between the parties.
- 4.02 Without limiting the provisions of Section 4.01, The Employer retains among its rights and responsibilities to:
- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - B. Direct, supervise, evaluate, or hire employees;
  - C. Maintain and improve the efficiency and effectiveness of governmental operations;
  - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted (Regulations);
  - E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
  - F. Determine the adequacy of the work force;
  - G. Determine the overall mission of the employer as a unit of government;
  - H. Take actions to carry out the mission of the public employer as a governmental unit.

## ARTICLE 5

## UNION RIGHTS

- 5.01 The rights and privileges contained in this article shall not be extended to any other employee organization as long as the Union retains its status as the exclusive representative.
- 5.02 The Union may designate Stewards at each school building or physically separate establishment, work area, or shift worked. The Union may also designate a Chief Steward for the bargaining unit. The Chief Steward and any other Union Steward shall be identified in writing to the Superintendent not later than one (1) week following the selection of Stewards and Chief Steward.
- 5.03 The President of the Local, or in his/her absence, the Vice- President shall have the right to act as Union Stewards.
- 5.04 The Union shall have the right to hold meetings in school buildings. The Union and Employer will cooperate to schedule such meetings without interfering with the Employer's business. There shall be no rental charge assessed to the Union, unless the meeting necessitates the payment of overtime to a district custodian. Such payment shall be charged to the Union. The Union will be responsible for care of the facilities, as any group would be using school facilities.
- 5.05 The Union shall be allowed access to the mailboxes of employees and Inter-office mail. The Employer will not be responsible for the content of such Union Publications.
- 5.06 The Union is permitted the use of school copy machines. Such use shall not take priority over usage of copiers for school business.
- 5.07 The Local Union President or designee may have announcements made over the school public address system. Such use shall not unreasonably be withheld. The content of all announcements will be in writing and screened by the building principal and may be withheld if not deemed appropriate.
- 5.08 The Local Union president or designee shall be allowed to make Announcements at the end of general staff meetings.
- 5.09 The Union shall have the use of designated bulletin boards in each work area or break area for Union information. Such information shall not contain any untrue statements. If the Employer proves a Union publication contains untrue information the Union shall within two days issue a correction or apology. The Employer will not be responsible for the content of such Union publications.
- 5.10 On an annual basis, the Employer shall supply the Union with one copy of the budget and the annual appropriations as soon as practicable.

- 5.11 A notice of the time, date, and place of Board meetings, job opening notices, Board minutes, and agenda shall be sent to the Local Union President. Such notice shall be given within one (1) day of the time it is given to the Board members. The President or his/her designee may address agenda items at Board meetings, following a written request concerning those subjects. Union communication time will be added to the Board agenda.
- 5.12 The Union shall have the right to one Union leave day for two delegates (one paid and one unpaid) to attend Union Regional meetings.
- 5.13 Unpaid leaves shall be granted for each elected delegate (no more than two) to attend the Unions National Convention (for up to five days).
- 5.14 In the event that a local Union member is elected to the Union's General Executive Board (GEB) the elected member may request up to nine (9) unpaid leave days per year to fulfill the obligations of said position. Request for such leave shall be made at least two (2) weeks in advance.
- 5.15 In the exercise of the rights delineated in 5.12, 5.13 and 5.14 above, the Union will make every reasonable effort to avoid interference with the Employer's business, and should any such conflict arise, the parties will meet in a good faith effort to resolve it.
- 5.16 Employees who work in the evening may, with their advanced permission of their supervisor, excuse themselves from work to attend the monthly Union membership meeting. Permission shall be granted unless an employee's presence at their work-site is necessary due to a school function. Time excused will be made up by the employee, as arranged by the building principal.
- 5.17 **The leaves contained in this Article shall not disqualify an employee from incentive pay (personal or sick leave).**

## **ARTICLE 6**

### **ACCESS TO PREMISES**

- 6.01 Official Union Field Organizers and International Representatives may consult with employees on Employer property before the start and at the completion-of the workday as well as during breaks or lunches, and shall be permitted access to all work areas at such times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying in to effect the provisions and aims of the Agreement. This privilege is extended to include access to work areas at other times subject to the approval of the head supervisory person in the building and subject to the understanding that work assignments are not, in fact, to be interfered with, except with the approval of the head supervisory person in the building. Union staff, after entering a building during normal school hours shall first inform the head supervisory person in the building of his/her presence,

when possible. If the head supervisory person in the work area is not available, then the Union staff person shall, at minimum, check in at the front office. The Employer will be supplied with a list of authorized Field Organizers and International Representatives, which shall be kept current by the Union. The Employer shall furnish to the Union the names of the head supervisors at all work areas.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

- 7.01 The primary purpose of the grievance procedure shall be to obtain, at the lowest administrative level possible, solutions to grievances which may arise.
- A. A "grievance" is a complaint that the Employer has violated, misrepresented, or misapplied a term of this written Agreement, or Board policy that directly deals with employees in the bargaining unit. Board Policy and any grievances that do not allege violation, misrepresentation or misapplication of a term of the written Agreement shall not be subject to arbitration. However, nothing shall prevent the Union from arbitrating a Board policy that violates an express provision of this written agreement.
  - B. A "grievant" is an employee or group of employees that files a grievance, or the Union.
  - C. Any grievance may be withdrawn, without prejudice or record, by the Union at any time.
  - D. If the Employer fails to hold a meeting or to respond to a grievance by the stated deadline, the grievant is entitled to the requested remedy stated in the grievance.
  - E. If the Union fails to attend a meeting scheduled by the Employer and does not cancel/reschedule prior, the grievance shall be considered waived.
  - F. The number of days indicated at each step are considered maximums. The time limits specified, however, may be extended by written agreement of the Union and the Employer.
- 7.02 Informal Conference: The grievant shall, within twenty (20) working days of when the grievant knew or should have known of the occurrence of the circumstances which gave rise to the grievance, first attempt to settle the matter by informal conference, with or without a steward, with his/her immediate supervisor, or supervisor who has immediate control of the circumstances giving rise to the grievance:
- A. At the conclusion of the Informal Conference the employee, the supervisor and the Union representative (if present) shall complete and sign the Documentation of Informal Conference (Appendix D).

- B. The supervisor shall give a response to the employee's grievance no later than (5) working days after the informal conference.
- C. In those cases where the grievance affects a group of bargaining unit employees who report to different supervisors, or the grievance affects the entire bargaining unit or the union itself, the normal grievance procedure described herein shall be modified as follows:
  - 1. The Informal conference shall be between the Union President and Chief Steward (or their designees) **and the Superintendent**. The **Superintendent shall** respond to the grievance no later than five (5) days after the informal conference.
  - 2. If the grievance is not satisfactorily resolved by informal conference, it shall be reduced to writing and filed with the Superintendent within five (5) days after the informal conference. The grievance will then proceed directly to Step Two.

7.03

**Step One:**

- A. If the grievance is not satisfactorily resolved in the manner provided in the informal conference, the grievance shall be reduced to writing and filed with the employee's immediate supervisor on a form to be provided by the Union within five (5) work days after the informal conference.
- B. The grievance form shall be dated and initialed by the immediate supervisor upon receipt and a copy will be given to the Union.
- C. A meeting shall be held between the immediate supervisor, the grievant and, his/her Union Steward within five (5) workdays of the filing of the written grievance.
- D. The immediate supervisor shall give his/her answer in writing within five (5) workdays of the grievance hearing.

7.04

**Step Two:**

- A. If the grievance is not satisfactorily resolved in the manner provided for in Step One, the Union may appeal to the Superintendent or his/her designee by filing a written appeal of the grievance within five (5) working days of the Union's receipt of the supervisor's response.
- B. The Superintendent or his/her designee shall hold a meeting with the Union's grievance committee and the grievant to discuss the grievance and its possible resolution within five (5) work days of the submission of the notice of appeal.
- C. The Superintendent or his/her designee shall make a written response to the appeal within five (5) workdays of the meeting. At the discretion of the Superintendent, other Administrators may attend the meeting.

7.05

**Step Three - Arbitration:**

- A. If the Union is not satisfied with the disposition at Step Two of a grievance involving a violation of this Agreement, it may request an arbitration hearing before an arbitrator. The Union request for arbitration shall be within thirty (30) calendar days following the receipt of the disposition of the grievance.
1. The parties will instruct the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) arbitrators all of whom shall be members of the National Academy of Arbitrators (NAA), and from within a 150 mile radius of Sparta, Ohio.
  2. The arbitrator shall be selected from a panel of seven (7) supplied by the FMCS.
  3. Following receipt by both parties of the FMCS panel, the parties will select the arbitrator from the panel by each party alternately striking one name. The arbitrator whose name remains at the conclusion of the process shall be appointed to hear the grievance.
  4. The arbitrator shall have no power or authority to add to, subtract from, or in any manner change the terms and conditions of this Agreement.
  5. The award of the arbitrator shall be final and binding. The losing party shall pay 100% of the arbitration fee.
  6. If either party requests that a transcriber or court reporter record the hearing, the party requesting such a transcript shall bear the cost for such services.

**ARTICLE 8**

**PERSONNEL FILES**

- 8.01 The Employer shall maintain an official personnel file in the District Administrative Office for all employees.
- 8.02 Each employee may request, in writing, to review the contents of his/her personnel file. Viewing shall be arranged at a time mutually agreeable to the employee and the Superintendent/designee and whenever possible should occur within two (2) working days of the request. The review shall be made in the presence of the Superintendent/designee.
- 8.03 The employee shall have the right to be accompanied by a representative when reviewing his/her file and shall have the right to respond, in writing, to material in the file. Any such responses shall be attached to, and become part of, the employee's file.

- 8.04 If an employee disputes the accuracy, relevance, timeliness, or completeness of information contained in his/her personnel file, he/she may request the Superintendent/designee to investigate whether the information is accurate, relevant, timely and/or complete. The Superintendent/designee shall respond, in writing, to the employee with the action he/she plans to take regarding the disputed information. If the employer investigates, then the employer shall respond in writing as to whether the information is founded or unfounded. This determination shall be placed in the personnel file. If the employee still disputes the accuracy of the information, the employee may submit a brief written statement identifying the alleged errors or inaccuracies. This statement shall remain in the personnel file as long as the disputed information is retained.
- 8.05 Upon request, copies of materials in the employee's file shall be provided at ten cents (\$0.10) per copy.
- 8.06 The employer shall protect the confidentiality of the employee's personnel files to the fullest extent of applicable law. If the Employer receives a request from the public to view an employee's personnel file, the Employer shall make every reasonable effort, including by telephone and mail, to notify the employee about the request. The employee shall be given a reasonable opportunity to be present when the file is opened or to arrange for a representative to be present. However, the Employer shall not be precluded from following applicable law regarding the release of "public information".

## **ARTICLE 9**

### **NON-DISCRIMINATION**

- 9.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, sexual orientation, marital status, political belief, immigration status, disability or membership or non-membership in the Union.
- 9.02 The Employer and the Union agree not to discriminate to the disadvantage of any employee because the employee is a military veteran or current member of the military services.

**ARTICLE 10**

**STUDENT WORKERS**

- 10.01 The parties understand and agree that from time to time, the Employer may develop or maintain work study programs and other programs designed to further the education of students. The provisions of this Agreement are not intended to exclude such educational programs. However, the employment of persons under such programs shall not in any way be used to reduce the number of employees employed by the Employer nor to reduce the hours of employees, or prevent the hiring of full-time and/or part-time employees.
- 10.02 The Employer will involve each employee who works with such children in the development and implementation of these programs. Employees reserve the right to not participate in such programs. Employees who do participate in such programs shall have the same disciplinary authority over the children as teachers.

**ARTICLE 11**

**DUES DEDUCTION/FAIR SHARE**

- 11.01 During the term of this agreement, the Employer agrees to deduct regular Union dues and initiation fees on a bi-weekly basis, from the wages of each employee who authorizes such deduction in writing on an official Check-Off Authorization Form supplied by the Local Union. Dues deduction shall be continued from year to year until the Treasurer of the Board is notified, in writing that the employee no longer wishes to continue dues deduction. The withdrawal of Check Off must be done before September 20<sup>th</sup> of the school year. The Treasurer shall notify the President of the Union of any such withdrawals. Any employee may join the Union and submit a dues authorization card at any time.
- 11.02 Employer shall remit the amount of dues so deducted to the Local Union's Treasurer on a monthly basis, along with a report listing the name of all individuals from whom it deducted dues. Thereafter, the Local Union's Treasurer shall notify the Employer of any increase or decrease in the dues on the 15th day of the month proceeding the month in which the dues increase or decrease is effective.
- 11.03 Except as provided in 11.04 below, the Employer shall, within sixty (60) days following the beginning of employment deduct from all employees who have not submitted a Check-Off Authorization Form, fair share fees as a condition of employment with the Employer. The Union shall notify the Employer of the fair share fee amounts and changes in the amounts in the fair share fee amounts in the same manner as notification of dues amounts and dues amount changes. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer

to the Union, except that written authorization for deduction of Fair Share fees is not required.

- 11.04 Any new employee who does not join the Union shall, within sixty (60) days, default to fair share fee. Any person who was a bargaining unit member prior to May 1, 2000 and who is not a Union member will not be required to pay a fair share fee as a condition of employment. Likewise, such person shall not be required to pay any amount to a charitable organization as a condition of employment. Employees currently making a charitable contribution shall have the choice of paying fair share fee or be exempt from Union participation. An exempted employee who voluntarily becomes a member of the Union forfeits such exemption and must continue to pay Union dues or fair share fees in accordance with this Agreement.
- 11.05 No other employee organization shall be allowed to maintain payroll deduction for employees covered by this agreement.

## **ARTICLE 12 COMPLIANCE**

- 12.01 Any individual contract or salary notice tendered by the Employer for an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. The terms of this Agreement shall be controlling over any language contained in such notices.
- 12.02 Any employee, who believes his /her individual contract, is not in compliance with this Agreement, shall first notify the Treasurer and allow the Treasurer the opportunity to correct any problem prior to filing any grievance.

## **ARTICLE 13 SENIORITY**

- 13.01 Seniority is defined as the length of continuous employment with the Employer as computed from the employee's most recent date of hire **with Highland Local Schools as documented by the Board of Education minutes, which will include the effective date of hire.** If two (2) or more employees were hired on the same day, then the last four (4) digits of each employee's social security number shall be examined. The employee with the highest four digit number shall have the most seniority.
- 13.02 Any medical leaves, military leaves, paid leaves and any employer approved Leave of Absence for Union business shall not constitute a break in continuous service and shall not cause any adjustment in the initial date of hire of the employee for the purpose of seniority and seniority based benefits.

- 13.03 A bargaining unit member accepting an excluded position will not accumulate any seniority for days they work in said position, but may maintain seniority earned while in the bargaining unit for use should the employee return to the bargaining unit within six (6) months.
- 13.04 Seniority shall be broken by any one of the following events:
- A. The employee is discharged for just cause or quits;
  - B. The employee retires;
  - C. The employee fails to return from any leave granted to the employee;
  - D. The employee fails to report to work for three (3) or more workdays without giving the Employer notice and the reason for the absence;
  - E. A laid off employee fails to report to work within ten (10) working days after notification by certified letter to return to work. It shall be the responsibility of the employee to keep the Employer advised of his/her current address.

#### **ARTICLE 14**

#### **LAYOFF AND RECALL**

- 14.01 Where, because of return to duty of employees after leave of absence, suspension of schools, territorial changes affecting the district, or financial reasons, the Employer may reduce the size of its work force.
- 14.02 Probationary employees in the job classification affected shall be laid off first.
- 14.03 Within a job classification affected by layoff, the employee with the lowest seniority shall be laid off first. If further layoffs are necessary the same procedure will be followed.
- 14.04 An employee laid off under Section 14.03 shall have the right to bump an employee in another job classification on the basis of seniority provided the employee exercising bumping rights is able to perform the minimum requirements of the position. The employee bumping shall be paid on the rate schedule of the classification bumped, at the step rate reflecting his/her years of seniority.
- 14.05 Laid off employees eligible for recall shall be responsible to keep the District Treasurer's office informed of his/her current address in writing.
- 14.06 An employee on layoff shall maintain his/her recall rights for a period of twenty-four (24) months from the date of layoff, or until recalled to a job he/she is qualified to perform, whichever occurs first.
- 14.07 Employees on layoff shall be recalled to vacancies in order of seniority, provided the employee is qualified to perform the work of the job to which he/she is recalled.
- 14.08 Notice of recall to a laid off employee shall be sent by certified mail, return receipt requested, to the employee's last known home address as listed in the District Treasurer's office. The Employee shall have five (5) working days from date of

receipt of the recall notice to notify the Superintendent of his/her intention to return to work, and ten (10) additional working days to return to work.

14.09 If an Employee does not return to work within the time limits in Section 14.08 or if the recall notice is returned to the employer by the postal service as undeliverable because the employee had not provided a correct current address, the employee's name will be removed from the seniority list and he/she will be considered as having resigned from District employment.

14.10 An employee whose position has been reduced to less than twenty (20) hours per week shall have the right to bump, on the basis of seniority, another employee in the same classification whose position is regularly scheduled for twenty (20) or more hours per week, provided the employee exercising bumping rights is able to perform the minimum requirements of the position. Should the employee be unable to bump within the same classification, he/she shall have the right to bump an employee on the basis of seniority, in another job classification in a position scheduled for twenty (20) or more hours per week, and provided the employee exercising bumping rights is able to perform the minimum requirements of the position. The employee bumping shall be paid on the rate schedule of the classification bumped, at the step rate reflecting his/her years of seniority. The employee bumping shall be paid on the rate schedule of the job bumped.

14.11 Employees scheduled for layoff shall be given a minimum of ten (10) calendar days advanced notice of layoff, with copies of all layoff notices provided to the Union President and Chief Steward on the same day the affected employees are given notice.

## **ARTICLE 15**

### **PROBATIONARY PERIOD**

15.01 All new employees will be required to serve a probationary period of seventy-five (75) workdays. During such period, the Employer shall have the sole discretion to discipline or discharge such employee (s) and any such action shall not be appealable through any grievance or appeal procedure contained herein.

15.02 If any employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee and shall be subject to the provisions of paragraph 15.01, above.

**ARTICLE 16**

**JOB POSTINGS AND BIDDING**

- 16.01 All bargaining unit job openings or vacant bus routes shall be posted for period of five (5) working days in each building and work location. The Employer will make every effort to post jobs while school is in session. When it is necessary to bid jobs during the summer months, the Employer shall mail such postings to employees who have requested notification on a form provided by the Employer. Vacancies posted during June, July and August will be posted for ten (10) working days.
- 16.02 Posted jobs will be awarded within fifteen (15) days of the end of the posting period, and the successful bidder will be placed in the job as soon as possible after the award.
- 16.03 Each job posting shall contain the job title, a brief description of the job, the approximate hours scheduled for each day; the school or building in which the work will be primarily performed; the length of job (school year or calendar year); and the final date by which an employee may apply for the job. Postings for bus drivers shall contain a description of the bus route, which includes the general area to be driven; the school(s) of destination and departure; and the approximate length of time for the route.
- 16.04 **For purpose of pay, the following job classifications apply:**
- A. Educational Assistants 1:
    - 1. For Student Monitoring (Recess, Study Hall, Lunch Duty, Parking Lot Duty, etc...)
    - 2. Bus Aide
  
  - B. Educational Assistants 2:
    - 1. For Student Learning (Primary duties in the classroom)
    - 2. Library
  
  - C. Educational Assistant 3:
    - 1. With a four (4) year degree
  
  - D. Food Service
    - 1. Building Cook
    - 2. Cook/Cashier

- E. Custodial
  - 1. Building Custodian
  - 2. Assistant Custodian
  - 3. Grounds Keeper

- F. Transportation
  - 1. Bus Driver
  - 2. Bus Mechanic Helper

- G. Bus Mechanic

- H. Secretarial

- I. Maintenance

- 16.05 The Superintendent shall determine the qualifications needed for all transfers and promotions, provided that such qualifications are based upon the actual job duties and responsibilities of the position and are not be arbitrary, capricious or unreasonable.
- 16.06 The Employer shall offer an open job or a new position (s) to employees through bidding procedures defined in this Article. The Superintendent or designee shall interview qualified applicants from the bargaining unit for open or new positions. The most senior employee bidding the open or new position, that meets the aforesaid qualifications, and meets any additional licensure or certification requirement, shall be awarded the position.
- 16.07 If no employee is selected to fill the position, the Employer may hire an outside applicant.
- 16.08 An employee who receives promotion shall experience no loss of pay resulting from the promotion. An employee, who bids on a lower-rated job and, thereby, receives a demotion, shall be placed on the salary schedule step that is commensurate with the employee's seniority.
- 16.09 An employee who bids into a new or vacant position shall have the right to return to her/his previously held position within thirty (30) days.



**ARTICLE 18**

**SALARIES**

- 18.01 The Employer agrees to maintain the job titles and rates listed for each job in Appendix C for the duration of the Agreement.
- 18.02 Advancement from the initial step of each job classification to the top step shall be automatic, in accordance with the schedules contained in Appendix C of this Agreement. Step schedule increases, when applicable, shall be remitted to employees in the first full pay period which is paid on or after July 1<sup>st</sup> each year. The Employer may determine the initial step rate for a new employee(s).
- 18.03 Whenever an employee is promoted to a job with a higher top pay than his/her present job, such employee shall be placed at the step-rate which is the next highest rate of pay to the job which he/she previously held.
- 18.04 If the Highland Education Association (HEA) collective bargaining agreement provides for an increase to the salary schedule in excess of the wage increase provided to the UE Local 741 bargaining unit members at any time from the inception of this agreement through June 30, 2012, then the wage index of this Agreement shall be increased by the same percentage/amount, on the same day as the HEA Agreement.
- 18.05 if the Employer receives an increase of 3% or more in State Basic Aid in fiscal year 2010 (This next school year), the wage index will be increased beginning July 1, 2010 by an additional one percent (1%). If the employer receives an increase of 3% or more in State Basic Aid in fiscal year 2011 the wage index will be increased beginning July 1, 2011 by an additional one percent (1%).

**ARTICLE 19**

**HOURS AND OVERTIME**

19.01 The normal hours of work shall not exceed forty (40) hours per week. The work week will be 12:01 a.m. on Sunday through 12:00 midnight on Saturday. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours of work per day or per week.

19.02 Extra time is defined as time worked in excess of an employee's regular work schedule who works less than forty (40) hours per week. Overtime payment shall begin accruing at the moment an employee works in excess of forty (40) hours in one workweek.

- (A) Employees whose regular work schedule is less than forty (40) hours per week may place their name on a substitute list to work extra hours.
- (B) This list shall be posted at each building.
- (C) An employee is not eligible to work extra hours if the extra hours would conflict with their current job assignment.
- (D) An employee is not eligible to work extra hours if the extra hours would create an overtime payment to the employee.
- (E) Eligible employees shall be called, based upon seniority, before a substitute is called. (Unanswered call will prompt the supervisor to call the next employee on the list until the position is filled.)
- (F) The rate of pay for extra hours shall be at the zero year rate in the classification for which the extra work is being performed.

19.03 An employee shall be paid one and one-half (1½) times his or her regular hourly rate of pay for all time actually worked in excess of forty (40) hours per week. There shall be no pyramiding or duplication of overtime pay. Overtime is not to be worked unless it is pre-approved by the employee's supervisor, the Superintendent, or other administrator, except in cases of emergency.

19.04 Supervisors shall set up a seniority rotation for each job classification in the building. Whenever overtime/extra-time becomes available in a classification the

supervisor shall offer such work to the appropriate employee in said classification who has gone the longest time without being offered overtime/extra time.

19.05 In extenuating circumstances Building Cooks and Building Custodians may distribute extra-time/overtime within their building. In all such cases of overtime/extra-time the seniority rotation process shall be adhered to unless the most senior employee in the rotation is unavailable, or not able to perform the basic functions of the job.

19.06 The Employer shall maintain Compensatory (Comp.) time options for its employees to include the following provisions:

- A. Such comp. time is remitted at one and one-half (1 ½) times the number of hours or fractions thereof actually worked above forty (40) hours in a week.
- B. All comp. time shall be at the request of the employee. No employee shall be required nor encouraged to accept comp. time in lieu of cash overtime payments.
- C. No employee shall accumulate more than forty (40) hours of comp. time.
- D. The Employer shall maintain a record of comp. time requested, comp. time granted, and comp. time used, for each affected employee. Such record shall be available for review by the Employee or the Union.
- E. **Compensatory time is subject to the advance approval of the immediate supervisor. A request for compensatory time off shall not be unreasonably denied.**

19.07 Employees shall suffer no loss of pay when the Employer determines that schools are officially closed due to disease or epidemic, hazardous weather conditions, threats of violence, utility failure, damage to a building, or other calamity.

19.08 Building custodians are required to report to work on calamity days. They will receive their daily wage for calamity pay in addition to their hourly rate and any applicable overtime. Hours will be determined at the discretion of the building supervisor or District Administration. At the discretion of the Superintendent or building principal other custodians may be called in to work according to the building classification seniority rotation (19.04).

19.09 Any employee who works at the Employers request on a calamity day will receive their daily wage for calamity pay in addition to their hourly rate and applicable overtime. All employees will be paid for the first five (5) calamity days. When calamity days exceed five (5) and days are added to the school calendar, employees are expected to work and shall not receive additional compensation.

**A. If the State of Ohio mandates increases or decreases in the minimum number of days that schools are required to be open for instruction with pupils, then the above stated number of calamity days shall be deemed amended to reflect the change in state law.**

19.10 Employees who are called in to work outside of their regular shift shall be guaranteed no less than two (2) hours work or pay at the applicable overtime rate, providing such time does not abut the employee's regularly scheduled workday.

19.11 When there is a school or community event using the Employer's property, the Employer shall have a custodian on duty.

19.12 The Employer shall post, by the first (1<sup>st</sup>) of the month in all custodial workplaces, the calendar of events, meetings, etc. so that the building custodians are informed of who is in the buildings. If an event is scheduled during the month the Employer shall make every effort to give the building custodians no less than two (2) days notification of the event.

19.13 There shall be two (2) custodians on duty at all boy's varsity basketball games.

19.14 Building cooks will normally work seven (7) hours per day. Work performed outside the employee's workday at any banquets held on school property, will be at the employee's regular rate of pay, plus any applicable overtime premiums.

## **ARTICLE 20**

### **HOLIDAYS**

20.01 If any of the following listed holidays falls within an employees work schedule the employee will receive holiday pay.

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Day After Thanksgiving
8. Christmas

- 20.02 Holiday pay will be calculated based on the employee's straight- time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would otherwise have worked on that day.
- 20.03 A recognized holiday that falls on a Saturday shall be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Observance of any of the above listed holidays may be changed by the Employer upon advance notice to the Union.
- 20.04 In the event that the employee is on vacation during a holiday, the employee shall not be charged for vacation day for that holiday.
- 20.05 An employee who performs any work during an observed holiday shall be paid his/her holiday pay in addition to time and one-half (1 1/2) for all such hours worked.

**ARTICLE 21 VACATION**

21.01 All twelve (12) month full-time employees shall receive paid vacation in accordance with the following schedule:

<u>Years of Employment</u>	<u>Vacation Earned</u>
0-10	10 days
11-14	15 days
15-19	18 days
20-24	20 days
25+	22 days

- 21.02 Vacation accrued during the first year of employment shall be forfeited if the employee does not complete one full year of employment with the employer.
- 21.03 Vacation leave may be carried over to the next year provided that it does not cause an employee's total vacation days to exceed two years of vacation accrual as defined by the above schedule.

**ARTICLE 22 PERSONAL LEAVE**

- 22.01 Each employee is entitled to three (3) days per school year of personal leave, which may be used in increments of half-days for personal business.
- 22.02 Request for these days shall be in writing as provided on the form in Appendix B and shall be presented to the building principal or supervisor at least three (3) days in advance, except in cases of emergency.
- 22.03 Personal days shall not be used for gainful employment in some other capacity. There is no accumulation of personal leave from year to year.

- 22.04 Personal days may be used consecutively, but not used to extend holidays or vacation.
- 22.05 No more than two (2) personal leave days may be taken during the last nine (9) weeks grading period, except in cases approved by the Superintendent.
- 22.06 Any employee who does not use any of the three (3) personal days and has no dock days will be reimbursed by the Board in the amount of \$250 or have the option to transfer the three (3) personal days to sick leave.
- 22.07 Any employee who uses only one (1) personal day and has no dock days will be reimbursed by the Board in the amount of \$100 or have the option to transfer the two (2) remaining personal days to sick leave.
- 22.08 Any employee who used two (2) personal days and has no dock days will have the option to transfer the one (1) remaining day to sick leave.
- 22.09 If the intent is to transfer the days to sick leave, employees must notify the Treasurer, in writing, prior to, or on the last scheduled workday of the school year. Otherwise, payment will be made on June 30.

## **ARTICLE 23**

### **SICK LEAVE**

- 23.01 Employees accrue sick leave at the rate of 1.25 days per month. The maximum number of sick leave days that may be accumulated is 242 days. Any employee can transfer sick leave from previous public employment according to the provisions of ORC. Sick leave can be used in minimum increments of one-quarter (1/4) day.
- 23.02 Immediate family defined as: father, mother, husband, wife, children, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren, stepparents, stepchildren, step-siblings and other members of the household.
- 23.03 Sick leave may be used for: personal illness (including doctor and dentist appointments), pregnancy, injury, exposure to contagious disease, absence due to illness, or death in the employee's immediate family or the death of a personal friend or relative.
- A. Bereavement Leave is to be charged to sick leave.
  - B. Five (5) days bereavement leave may be taken for immediate family, as defined in Article 23.02. In certain circumstances, the Superintendent may approve additional days.
  - C. Two (2) days bereavement leave may be taken for relatives not defined in section 23.03.
  - D. Employees may use personal leave for travel time.

23.04 Each new employee who has not accumulated sick leave shall be credited ten (10) days of sick leave per the employee's contracted year, if needed. As the employee accrues sick leave, the advanced days will be paid back at the rate of one and one-fourth (1 ¼) days per month. Employees terminating employment prior to paying back the advanced days will have the remaining advanced days deducted on a per diem rate at the final settlement.

23.05 An employee requesting sick leave shall furnish a District sick leave form to justify the use of sick leave. The filing by an employee of any willfully false statement concerning the cause of duration of an absence shall be considered by the Employer as grounds for discipline up to and including suspension or dismissal. To avoid misunderstandings and problems concerning the use of sick leave the Superintendent may:

- A. Require medical documentation to justify the use of sick leave for personal illness when the time used extends beyond ten (10) consecutive days or to justify the use of sick leave for illness in immediate family causing the employee to miss more than three (3) consecutive days.

23.06 If no sick leave days are used in a year, a bonus of one hundred dollars (\$100) will be paid. If two (2) or less sick days are used in a year, a bonus of fifty dollars (\$50) will be paid. Payment will be paid in the first pay of July.

23.07 **An employee shall contact the employer in an effort to find work provided the employee provides a restricted medical release from their doctor. Work that can be performed within the restrictions of the medical release will not cause the employee to suffer any reduction in their rate of pay. In no event shall the work pursuant to the restricted medical release exceed forty (40) work days.**

## **ARTICLE 24**

### **FAMILY AND MEDICAL LEAVE ACT**

24.01 The Employer and the Union, on its own behalf and on behalf of the staff members, each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA"). The Employer will provide all bargaining unit members with written information explaining their rights and obligations under the FMLA. FMLA leave shall be utilized concurrent with any other leave time, paid or unpaid, granted to employees for reasons that the FMLA provides coverage.

## ARTICLE 25

## SICK LEAVE DONATION PROGRAM

25.01 The sick leave donation program is to provide employees the means by which individual sick leave days can be donated to employees who have experienced catastrophic illness or injury and who have exhausted his/her available sick leave days.

### Procedure and Exceptions:

- A. Employees wishing to donate sick leave days must have accrued a minimum of fifteen (15) days of sick leave.
- B. Employees may donate no more than two (2) days of sick leave to one individual during a single calendar year.
- C. The donation of sick leave must be voluntary.
- D. Donations of sick leave days must be in full day increments.
- E. Individuals wishing to donate sick leave to an individual will be required to complete the appropriate form, provided by the Union and submit it to the appropriate Union officer.
- F. All donations of days must be for the benefit of a specified individual. Unused days will not be pooled for use by individuals not specified by the donor.
- G. A formal application will be developed by the Union. An individual wishing to receive a donation of sick leave days must complete and return the application to the appropriate Union officer.
- H. Individuals will be limited to receiving a maximum of forty (40) donated sick leave days per calendar year.
- I. In the event that an individual should return to work before all of the donated sick leave days have been used, the remaining days shall be returned to the employees donating day(s). The amount of sick leave remaining shall be returned equally to all those individuals who donated based on the number of days each individual donated. Donated days shall be returned in quarter ( $\frac{1}{4}$ ) day increments. Any remaining fraction of donated days will be retained by the individual receiving the original donation.
- J. The leave donation program shall be administered on a pay-period by pay-period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.
- K. The Union will be responsible for determining how donations are solicited.

**ARTICLE 26**

**ASSAULT LEAVE**

- 26.01 An employee who suffers a physical or extreme emotional disability, verified by a doctor as a result of an assault which occurs in the course of employment with the Employer and which is clearly unprovoked, shall be maintained on full pay during the resulting absence from assigned duties; and, further, such leave shall not be charged to the sick leave entitlement of the employee.
- 26.02 In order to be entitled to assault leave an employee shall complete a signed statement and submit it to the Superintendent within three (3) workdays of the alleged assault, when possible.
- 26.03 The Superintendent may conduct such investigations and interviews as he/she deems necessary to verify the authenticity and severity of the assault.
- 26.04 Assault leave will be charged initially while the employee is incapacitated as a result of the assault. If the Superintendent disapproves assault leave, sick leave credit will be charged to the day of the assault.
- 26.05 Payment for assault leave shall be at the employee's rate of pay in effect at the time of the assault or at such increased rate for which the employee may become eligible. Assault leave shall not exceed two (2) weeks, unless the employee submits medical documentation justifying the continuation of the assault leave.
- 26.06 An employee who falsifies a claim for assault leave shall be disciplined by suspension or termination of employment. The Superintendent may require a physician's statement justifying any continuation of assault leave.

**ARTICLE 27**

**EMERGENCY LEAVE**

- 27.01 The Superintendent may grant up to four (4) days of paid emergency leave for a major disaster affecting the employee's place of residence. This leave is not chargeable to sick leave or any other leave provision.
- 27.02 The employee must notify the Employer of the need for the leave at the beginning and make a written request for this leave upon his/her return to work. The request shall state the specific reason for the leave.

**ARTICLE 28**

**LEAVE OF ABSENCE**

- 28.01 An employee shall be granted a leave of absence, without pay for illness or other disability. An employee may be granted such leave for educational or professional purposes, or for regional or national Union business. Such leave shall be for up to one (1) year and may be granted for one additional year.

28.02 A written request must be submitted to the Superintendent a minimum of thirty (30) days prior to the effective date of the leave. In cases of emergency, this thirty (30) day timeline shall be waived.

28.03 Employees who take leave under this section shall be eligible to continue in Employer provided insurance plans by paying the regular premiums to the Employers Treasurer prior to the due date.

28.04 At the expiration of the leave, the returning employee shall be placed in his/her former position. The failure to return from such leave shall result in the employee's employment being terminated by the Employer.

28.05 PARENTAL LEAVE

- A. An employee who is pregnant or adopting a child less than six (6) years of age or becoming a parent shall, upon written request, be granted a parental leave of absence without pay. Such leave shall begin either between the beginning of pregnancy and six (6) weeks following delivery of the child or upon receipt of custody of the child, and may continue for the remainder of the school year in which the leave is applied for, or for nine consecutive months, whichever is greater. Parental leave may be extended for one (1) additional school year upon written request by the employee.
- B. Application for parental leave shall state in writing, the expected date of delivery or receipt of custody, the date leave is to begin, the date employee hopes to return to service and the name of the attending physician or adoption official. Application should be made at least thirty (30) days in advance of the expected beginning date of the leave or any requested extension thereof, except in cases of an emergency.
- C. Sick leave shall not accrue during parental leave. Employees on parental leave shall be allowed to continue in Board provided insurance plans by paying the full premium to the treasurer of the Board on or before the premium due date.
- D. Upon expiration of the parental leave, the employee shall be granted the position held prior to the leave when the education of children is not disturbed or interrupted. In cases where the Board can clearly demonstrate that education would be disturbed the employee shall be granted a comparable position.

**ARTICLE 29**

**COURT APPEARANCES**

- 29.01 Any employee who is called for jury duty or subpoenaed by the court will certify to the treasurer the exact amount received, except that which is paid to him or her for expenses. The treasurer will pay the employee the difference between that amount and the employee's salary.
- 29.02 If an employee is involved in litigation, the employee will use personal days if he or she must miss a day of work.

**ARTICLE 30**

**HEALTH AND SAFETY**

- 30.01 The Employer agrees to provide each employee with safe and healthful conditions of work. It will at all times maintain adequate medical and first aid services.
- 30.02 All physical exams required by Ohio law or by the Employer shall be paid by the Employer. Such examination shall be by a doctor of the Employer's choice. Employees who are required by law to take a random drug test shall be paid one (1) hour for such test, unless it is conducted during their regularly scheduled workday.
- 30.03 Any employee who administers, assists with, or cleans up after medical injections, or may otherwise be routinely exposed to bodily fluids shall likewise be entitled to inoculation against Hepatitis B.

**ARTICLE 31**

**PAYROLL DIRECT DEPOSIT**

- 31.01 Employees may, at their option, have their paychecks directly deposited to their personal account at the financial institution of their choice.
- 31.02 **Commencing August 1, 2009 new employees will be required to have their paycheck directly deposited to their personal account at the financial institution of their choice. The employer shall supply each employee with direct deposit a copy of their paycheck statement showing all wages earned and all deductions taken out.**

**ARTICLE 32 HEALTH, BASIC HOSPITALIZATION AND MAJOR MEDICAL INSURANCE**

32.01 The following basic hospitalization and major medical insurance policy is offered through a payroll deduction plan. This benefit is available to all full time and regular part-time employees who work twenty (20) or more hours per work week, who make proper application for and are eligible according to the insurance carrier's eligibility underwriting requirements.

A. Current Deductible

	Single Plan Coverage	Family Plan Coverage
In-Network	<b>\$2,000</b>	<b>\$4,000</b>
Out-of-Network	<b>\$4,000</b>	<b>\$8,000</b>

Current Out-of-Pocket Maximum

	Single Plan Coverage	Family Plan Coverage
In-Network	<b>\$2,000</b>	<b>\$4,000</b>
Out-of-Network	\$8,000.00	\$16,000.00

B. Employees shall have a maximum of **in network** out-of-pocket expense of two thousand dollars (\$2000), single and four thousand dollars (\$4000), family, per year. Employees shall have a maximum **out of network** out-of-pocket expense of four thousand dollars (\$4000), single, and eight thousand dollars (\$8000), family, per year. However, once the plan thresholds are met (deductible and out-of-pocket), the Employer will reimburse the Employee based on the former one thousand (\$1,000) individual and two thousand dollar (\$2,000) out-of-pocket maximum in those instances. This would represent a maximum reimbursement for single coverage up to one thousand dollars (\$1000) and two thousand dollars (\$2,000) for family. At that point, the insurance plan would pay one hundred percent (100%) of all claims at the U.C.R. for the balance of the calendar year.

C. Lifetime maximum benefit of five million dollars (\$5,000,000) applies for in and out-of-network coverage.

D. For the above coverage, the Employer agrees to pay ninety percent (90%) of the first five hundred twenty five dollars (\$525) per month of the premium for family coverage, and agrees to pay ninety percent (90%) of the first two hundred dollars (\$200) per month of the premium for individual coverage. Premium amounts in excess of five hundred twenty-five dollars (\$525) for family and two hundred dollars (\$200) for single coverage will be fifty percent (50%) paid by the Employer.

- 32.02 Employees must take advantage of the “open enrollment” period (Currently the month of DECEMBER) in order to make coverage changes, or experience a qualifying event at anytime to make coverage changes.
- 32.03 Employees new to the district will be covered, subject to the approval of the carrier, in their first full month of employment.
- 32.04 The employee’s share of the basic insurance package will be deducted from twenty-four (24) paychecks. The third pay in any month would not have a basic insurance deduction.
- 32.05 The Employer and the Union agree to an ongoing insurance committee to review all aspects of the current health insurance coverage.
- 32.06 The committee will be comprised of :
- A. The President of the Highland Education Association or designee;
  - B. Two (2) representatives of the Highland Education Association (to be appointed by the Highland Education Association);
  - C. The President of UE Local 741 or designee;
  - D. Two (2) representatives of UE Local 741 (to be appointed by the Local 741);
  - E. The Board President or designee;
  - F. The Assistant Treasurer;
  - G. The Treasurer
  - H. The Superintendent
- 32.07 Goals of the Committee shall be:
- A. To review the current health insurance plan.
  - B. To research and understand the benefits of the provider.
  - C. To investigate alternative schedules of the benefits, including co-pays, deductibles, and benefit levels in order to control premiums costs while providing appropriate coverage to employees.
  - D. Any modifications to the insurance plan negotiated by the Employer and the Union shall constitute an agreement between the Union and Employer only upon ratification by the Union membership.







**ARTICLE 42**

**EMPLOYEE RELATIONS COUNCIL**

- 42.01 This committee shall consist of not more than three (3) representatives of the Union and not more than three (3) representatives of the Employer.
- 42.02 The purpose of the advisory committee is to keep communications open between the Union and the Superintendent. Negotiations or re-negotiations of the contract or grievance handling shall not be a function of this committee; however, clarification of the existing Agreement may be a function of this committee by mutual agreement.
- 42.03 The committee shall meet at the request of the Superintendent or the Union. Prior to each meeting, the Union and the Superintendent will provide each other with topics of discussion for the meeting.

**ARTICLE 43**

**AFFECTING TRANSPORTATION EMPLOYEES**

**A. Field Trip Procedure**

- 43.01 A field trip is defined as any extra-curricular and co-curricular activities including, but not limited to, athletic trips, band trips, or trips for any other student organization.
- 43.02 All field trips are voluntary. Effective upon execution of this agreement all trips will be paid at a rate of \$8.00, plus any applicable overtime. **Each year thereafter the field trip rate of pay shall be increased on the same day and the same percentage amount as the yearly wage increase.**
- 43.03 Each trip will be assigned on an individual basis. Trips shall not be assigned as a group. Once a trip is assigned, there shall be no trading of trips. Nor shall any driver give his/her trip to another driver. If the assigned driver is unable to take the trip, the Transportation Supervisor shall reassign the trip using the procedure described below, except that if a driver cancels trips twice in a trip season, that the driver will not be offered any further trips until the next trip meeting. Once a trip is assigned to a driver, the Employer may only revoke the assignment if the trip is canceled. The driver shall be notified of the cancellation as soon as possible. When a trip is canceled, that driver's name shall go to the top of the bid list for the next trip.
- 43.04 Any driver may notify the Transportation Supervisor in writing that he or she does not wish to drive any trips at all for that school year. Accordingly, said driver will not

be eligible to participate in the trip assignment procedure as described below. No substitute driver will be assigned a trip unless the procedure below fails to provide a regular driver for a trip. Drivers may relinquish their route(s) in order to accept a trip not more than twice in any week.

43.05 The Transportation Supervisor shall periodically conduct meetings for the purpose of assigning field trips. During this Agreement, these meetings shall occur on:

The second Tuesday in August, 8:00 a.m.

The second Tuesday in November, 9:30a.m.

The second Tuesday in March, 9:30a.m.

These dates may be changed by the mutual consent of the Supervisor and the Union, or shall be scheduled on waiver or professional days whenever possible.

43.06 The employee at each meeting who has been a driver for the longest period of time shall first select the trip of his/her choice. The next most senior driver present shall then select a trip. Continuing in order of seniority, each driver shall select one (1) trip. When all drivers have had the opportunity to select a trip, the most senior driver shall select again, followed by the other drivers in the same order as before. This process will be repeated until all the trips have been assigned or until no driver present wishes to select the remaining trips. Employees may select no more than two (2) trips a week that conflict with the drivers' regular runs.

43.07 If an emergency situation or illness exists that keeps a driver from attending the bid meeting, the driver is responsible for communicating his/her intent to bid on the remaining trips. The next workday after the meeting, the Transportation Supervisor shall contact all such interested drivers. The Supervisor will follow the seniority method listed above to bid the remaining trips.

43.08 Additional trips may be scheduled after the meeting described above. Such trips will be made available to drivers in the following manner:

- A. The Employer shall make every effort to ensure that all trips are scheduled with no less than two (2) weeks notice.
- B. The trip request sheet shall be time-dated by the Superintendent.
- C. The Supervisor shall post the rotation list for offering field trips. The employee who has been a driver for the longest period of time shall be at the top of the list. The list shall proceed in order of seniority, with the employee who has been a driver the shortest period of time at the bottom of the list.
- D. The first such trip scheduled will be offered to the person next on the rotation list who has provided the Employer with a contact phone number. If the employee does not respond within 30 minutes the trip will be offered

to the next person on the rotation list. Employees may remove their names from lists for specific trips.

- E. Each subsequent trip shall be offered to the most senior driver who has gone for the longest time without being offered a trip.
- F. When a short notice trip becomes available (one with less than three (3) full days notice), it shall be offered to the first available person whose name is at the top of the rotation list.

- 43.10 This procedure shall continue in effect throughout the summer. However, employees may notify the Supervisor, in writing, that they do not wish to drive summer field trips, in which case they will be ineligible for all trips until the start of the following school year.
- 43.11 When a driver accepts a trip that requires a specific bus (such as one that has equipment for handicapped students), the trip driver shall be responsible for picking up the bus from the regularly assigned driver of that bus. Drivers accepting such trips shall verify they are trained in the loading, unloading, securing and transport of the special needs required for the safe transport of special needs students. Such training will be provided by the Employer to all drivers who request it.
- 43.12 All trips shall be accomplished by using regular drivers and substitute drivers under the provisions described herein, except in cases where such requirement is precluded by law or an IEP.

**B. Regular Bus Routes**

- 43.13 Driving time that becomes available during the day as a result of the absence of the regularly scheduled driver on "shuttle runs", Whetstone routes, or other regular hours, excluding morning or afternoon routes, shall be driven by the person who has been a driver for Highland for the longest period of time, who wants to work such hours and has the time open to make the run.
- 43.14 When a regular driver is absent or is reasonably expected to be absent for a period of two (2) months or more, then the driver who has the least amount of regularly scheduled hours shall be given the opportunity to temporarily take over the absent driver's route. If the driver with the fewest hours chooses to maintain his/her current route, then the absent driver's route shall be offered to the driver(s) with the next fewest hours until all drivers with fewer hours than the absent driver's route have been offered it. A sub shall be found for the driver who agrees to temporarily take over another driver's route. In instances when the absence is less than two months, the Employer may assign a substitute or other driver at its discretion.
- 43.15 Drivers shall maintain their routes from year to year. Before any adjustments are

made to existing routes, the Employer will consult with all the affected drivers and the Union. When a route is permanently vacated, or when a new route is created, it shall be posted and bid in accordance with Article 16

- 43.16 Drivers will normally receive a description of their routes three (3) weeks prior to the start of the school year. The Transportation Supervisor will make every attempt to update drivers as soon as possible with route changes that occur prior to the beginning of school.
- 43.17 Drivers on routes designated as primarily for the transportation of handicapped students shall be assisted by an aide.
- 43.18 The Employer will decide where buses are to be stored.
- 43.19 The Employer shall notify the driver if a video camera is in operation on their bus.
- 43.20 When a regular driver is absent from work, the Employer shall assign the replacement driver for that route. Notification to the Bus Supervisor should normally occur two (2) hours before an absence.
- 43.21 Drivers will be paid their hourly rate (plus, applicable overtime) for all meetings required by the Employer or by law, including but not limited to in service training, conferences with parents, students, and/or teachers and trip assignment.
- 43.22 Each driver shall receive thirty (30) minutes of pay for daily pre-trip inspection, routine cleaning and fueling for each bus he/she drives in the course of each day's duties. If a bus requires more than two (2) washings per week, the driver shall be paid thirty (30) minutes per extra wash, after having received approval from their supervisor.
- 43.23 Drivers will be provided with emergency information for each of their regular route students.
- 43.24 For payroll purposes, cut off for a pay period will end at 8:00 a.m. on Monday.
- 43.25 Best efforts will be extended to include bus drivers in conferences where the issue of controlling or modifying a student's behavior or interaction with other students is at issue. Conferences include, but are not limited to, IEP meetings.
- 43.26 **When a driver is permitted to keep their bus at their home, they shall receive a yearly reimbursement of eighty dollars (\$80) to plug in diesel busses.**

**C. Mechanic(s) and Mechanic's Helper(s)**

- 43.27 The Mechanic(s) and Mechanic's Helper(s) shall have regular hours set by the Superintendent. The Mechanic(s) and Mechanic's Helper(s) shall not normally drive a bus except in cases of extreme emergency. The Mechanic(s) and Mechanic's Helper(s) shall each have a current Commercial Driver's License and attend training to maintain it.

**D. Bus Aides**

43.28 Prior to the first day on the bus, Bus Aides shall receive proper training as determined by the employer. All aides shall be trained on securing wheelchairs. Time spent by the Bus Aides for training shall be paid at the applicable rate of pay.

**ARTICLE 44 AFFECTING SECRETARIES AND AIDES**

44.01 Educational Assistants who work with special needs children will be informed of training opportunities for job related duties such as: lifting, dealing with symptoms of mental illness, proper handling of bodily fluids, and other issues pertinent to safely performing their jobs. Library Aides will be given thorough training on the computer system.

44.02 Educational Assistants shall not be required to make lesson plans. A lesson plan is defined as a unit of instruction based on the Employer's course of study.

44.03 Educational Assistants for student learning shall at all times while in the performance of their duties be under the supervision and direction of a teacher. Educational assistants may assist a teacher to whom assigned in the supervision of pupils, in assisting with instructional tasks, and in the performance of duties which, in the judgment of the teacher to whom the assistant is assigned, may be performed by a person not licensed.

44.04 The duties of an educational assistant shall not include the assignment of grades to pupils.

44.05 The duties of an educational assistant need not be performed in the physical presence of the teacher to whom assigned, but the activity of an educational assistant shall at all times be under the direction of the teacher to whom assigned.

44.06 The assignment of an educational assistant need not be limited to assisting a single teacher. In the event an educational assistant is assigned to assist more than one teacher the assignments shall be clearly delineated and so arranged that the educational assistant shall never be subject to simultaneous supervision or direction by more than one teacher.

44.07 An Educational Assistant will not normally be required to fill in for a teacher. When an Educational Assistant is required to cover a class in the absence of a teacher, the rate of pay for the time in the position will be double their normal rate of pay.

- 44.08 Secretaries may, hold a meeting during working hours provided such meetings do not interrupt the operation of the school. The purpose shall be to improve communications and to bring more uniformity to the various offices.
- 44.09 Secretaries will not be required to perform work at home, such as finding substitutes for teachers or other employees without compensation.

#### **ARTICLE 45**

#### **AFFECTING CUSTODIANS**

- 45.01 The Employer agrees to hire part-time summertime custodians during the summer break as needed. These assignments shall normally be filled by regular bargaining unit employees. Priority will be given to those employees who have previously worked in this assignment.
- 45.02 Summertime custodians will be entitled to July 4<sup>th</sup> holiday pay, and may use their regular job accumulated sick and personal leave as requested.
- 45.03 In the event that additional help for **school activities, including but not limited to, sporting events, public events**, Valentine Parties, Christmas Parties or Halloween Parties, **and auctions for students** is needed the building custodian will contact the building principal for the assignment of extra help.
- 45.04 **Before the start of each school year there shall be a meeting between the building principals and the custodial staff. (Items to be discussed will include but are not limited to; calamity day procedures, emergency procedures, work assignments and other issues relevant to the job assignment.)**

#### **ARTICLE 46**

#### **OBLIGATION TO NEGOTIATE**

- 46.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 46.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects



**ARTICLE 48**

**EXECUTION**

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_.

FOR THE UNION:

FOR THE EMPLOYER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

**Appendix - A**  
**District Seniority**

	Date of Hire	SSN Last 4	Last Name	First Name	Current Classification
1	9/12/1972	1779	Alspach	Cheryl	Cook/Cashier
2	1/18/1978	1827	Coleman	Dorothy	Building Cook
3	8/22/1978	5551	McClure	Denise	Bus Driver
4	10/9/1979	5158	Fulton	Sandra	EA 2 - Student Learning
5	6/10/1980	7245	Treich	Donna	EA 2 - Library
6	9/9/1980	4878	Bemiller	Linda	Building Custodian
7	8/25/1981	4601	Rank	David	Bus Driver
8	11/23/1982	1918	Longstreth	Elaine	Building Custodian
9	9/27/1983	5387	Arbaugh	Christy	Bus Driver
10	8/28/1984	8795	Goare	Linda	Building Cook
11	11/13/1984	9855	Sheets	Linda	EA 2 - Library
12	5/5/1987	6084	Deluliis	Judy	Secretary
13	7/14/1987	0828	Shrader	Sandra	Bus Driver
14	9/13/1988	8470	Martin	Sandra	Building Custodian
15	10/10/1989	2090	Lewis	Debora	Bus Driver
16	4/10/1990	3666	Higgins	Debora	Secretary
17	10/9/1990	7864	Hughes	Nancy	EA 2 - Student Learning
18	10/9/1990	3418	Wilson	Pamela	Building Custodian
19	11/13/1990	8555	Beckel	Connie	Secretary
20	11/13/1990	6776	Stryker	Julie	EA 2 - Student Learning
21	9/14/1992	3736	Berkeley	Debra	Building Custodian
22	11/15/1993	4550	Shaffer	Garry	Bus Driver
23	1/10/1994	3343	Young	Elizabeth	EA 2 - Student Learning
24	9/12/1994	7012	Casteel	Debra	Building Cook
25	9/12/1994	1599	Sears	Debora	Secretary
26	1/9/1995	4806	Stillwell	Denise	Secretary
27	9/11/1995	3389	Erb	Jill	Bus Driver
28	9/11/1995	0276	Daugherty	Ruth	Bus Driver
29	9/18/1995	6446	Altizer	Lisette	EA 2 - Student Learning
30	12/11/1995	0399	Copeland	Loretta	Bus Driver
31	8/8/1996	2285	Franks	Joyce	Bus Driver
32	12/21/1996	8113	Walker	Tamala	EA 3 - with 4 yr Degree
33	6/9/1997	1526	Freeman	Sharon	Secretary
34	10/13/1997	6757	Messmer	Hope	Library Aide
35	10/13/1997	0615	Fifer	Terry	EA 2 - Student Learning
36	1/12/1998	3958	Van Dyke	Holly	Ass't. Custodian
37	9/14/1998	9386	Nauman	Melanie	EA 2 - Library
38	9/14/1998	1508	Wickware	Wilma	EA 1 - Bus Aide
39	9/14/1998	1330	Collins	Douglas	Ass't. Custodian
40	9/14/1998	1056	Collins	Andrew	Ass't. Custodian
41	11/9/1998	9011	Chase	Frederick	Bus Driver
42	9/7/1999	8591	Huls	Barbara	Cook/Cashier
43	9/7/1999	7751	Stooksbury	Lisa	EA 2 - Student Learning
44	9/7/1999	6377	Walter	Linda	EA 2 - Student Learning
45	4/10/2000	5406	Coffee	Ella	Bus Driver
46	9/11/2000	8292	Bowers	Jill	Cook/Cashier

	Date of Hire	SSN Last 4	Last Name	First Name	Current Classification
47	10/9/2000	8667	Dunaway	Vicki	Cook/Cashier
48	10/9/2000	6326	Dudley	Pamela	EA 2 - Student Learning
49	10/9/2000	1272	Coyan	Penny	Building Cook
50	11/13/2000	2506	Hammond	Shelley	Ass't. Custodian
51	12/11/2000	9435	Collins	Donna	Ass't. Custodian
52	9/18/2001	8102	Igo	Ralph	Bus Mechanic
53	9/18/2001	5766	Dailey	Cecil	Ass't. Custodian
54	9/18/2001	0436	Keen	Bonnie	Bus Driver / EA 1 - Student Monitor
55	10/9/2001	8051	Stewart	Robin	EA 2 - Student Learning
56	4/11/2002	9091	Weaver	Diana	EA 2 - Student Learning
57	11/14/2002	9156	Cochran	Mary	EA 2 - Student Learning
58	3/11/2003	5087	Stepp	Toni	Bus Driver / Cook/Cashier
59	8/12/2003	2600	Stambaugh	Lori	EA 2 - Student Learning
60	1/19/2004	1623	Boham	Christine	Bus Driver
61	9/20/2004	6135	Guy	Sara	Building Cook
62	2/10/2005	1970	Daniels	Larry	Bus Driver
63	3/1/2005	9821	Kellett	Donna	EA 2 - Student Learning
64	9/6/2005	2237	Baker	Donna	Ass't. Custodian
65	9/14/2005	7849	Brant	Michele	Bus Driver
66	9/14/2005	1800	Casteel	Linda	EA 2 - Student Learning
67	4/24/2006	3104	Adams	Jill	EA 2 - Student Learning
68	9/5/2006	9793	Halpin	Cecelia	EA 2 - Student Learning
69	9/5/2006	5945	Sardinha	Tamara	Bus Driver
70	10/12/2006	0997	Knight	Dianne	EA 1 - Bus Aide / Cook/Cashier
71	10/12/2006	0130	Haley	Ralph	Bus Driver
72	11/8/2006	5806	Napper	Barbara	Cook/Cashier
73	1/15/2007	6629	Burkett	Beverly	EA 1 - Bus Aide
74	3/8/2007	3775	Beckel	Sandy	Mechanic Helper
75	4/12/2007	9917	Zeger	Martin	Groundskeeper
76	6/14/2007	3486	Taylor	Wendy	Ass't. Custodian
77	8/16/2007	3723	Alexander-Park	Kimberly	Cook/Cashier
78	10/11/2007	6134	Henderson	Melinda	EA 2 - Student Learning
79	10/11/2007	5449	Carson	Christien	Bus Driver
80	10/11/2007	1336	Bond	Angela	EA 1 - Bus Aide
81	2/21/2008	3434	Stuckman	Lyndsey	Cook/Cashier
82	2/21/2008	0361	Dixon	Christine	Cook/Cashier
83	4/17/2008	4519	Hollar	Mary	EA 1 - Student Monitor
84	4/17/2008	3459	Robertson	Sandra	EA 2 - Student Learning
85	5/8/2008	1440	Hammond	Marci	EA 1 - Bus Aide
86	9/11/2008	6903	Rhea	Marlean	Cook/Cashier
87	9/11/2008	6717	Crissinger	Christina	EA 1 - Student Monitor
88	9/11/2008	5832	Levings	Paul	Bus Driver
89	9/11/2008	3601	Brown	Carol	Cook/Cashier
90	2/18/2009	9535	Metzger	Sandra	EA 1 - Bus Aide
91	9/8/2009	5189	Blanton	Karen	Cook/Cashier

**Back of Personal Leave Form**

Incentive Program for Personal Leave  
Negotiated Items

- A. Any employee who does not use any of the three (3) personal days and has no dock days will be reimbursed by the Board in the amount of \$250.00 or have the option to transfer the three (3) days to sick leave.
- B. Any employee who uses only one (1) personal day and has no dock days will be reimbursed by the Board in the amount of \$100.00 or have the option to transfer the two remaining days to sick leave.
- C. Any employee who used two (2) personal days and has no dock days will have the option to transfer the one remaining day to sick leave.
- D. If the intent is to transfer the days to sick, employees must notify the Treasurer, in writing, prior to or on the last scheduled workday of the school year. Otherwise, payment will be made on June 30.

**APPENDIX C:**

**Classified Wage Index  
2009/2010**

<u>Exper.</u>	Educational Asst. 1 \$/hr	Educational Asst. 2 \$/hr	Educational Asst. 3 \$/hr	Bldg Cook \$/hr	Cook / Cashier \$/hr	Bldg Custodian \$/hr	Asst Custodian/ Groundskeeper \$/hr	Bus Drivers \$/hr	Bus Mechanic \$/hr	Asst. Mechanic \$/hr	Secretarial \$/hr
<b>0</b>	\$ 9.82	\$ 9.87	\$ 13.17	\$ 11.68	\$ 10.01	\$ 15.32	\$ 11.54	\$ 14.85	\$ 17.67	\$ 12.83	\$ 11.97
<b>1</b>	\$ 10.06	\$ 10.10	\$ 13.41	\$ 11.92	\$ 10.25	\$ 15.56	\$ 11.78	\$ 15.09	\$ 17.91	\$ 13.07	\$ 12.21
<b>2</b>	\$ 10.30	\$ 10.34	\$ 13.65	\$ 12.16	\$ 10.49	\$ 15.80	\$ 12.02	\$ 15.32	\$ 18.15	\$ 13.31	\$ 12.45
<b>3</b>	\$ 10.54	\$ 10.58	\$ 13.89	\$ 12.40	\$ 10.73	\$ 16.04	\$ 12.26	\$ 15.56	\$ 18.39	\$ 13.55	\$ 12.69
<b>4</b>	\$ 10.78	\$ 10.82	\$ 14.13	\$ 12.64	\$ 10.97	\$ 16.28	\$ 12.50	\$ 15.80	\$ 18.63	\$ 13.79	\$ 12.93
<b>5</b>	\$ 11.01	\$ 11.06	\$ 14.37	\$ 12.88	\$ 11.21	\$ 16.52	\$ 12.74	\$ 16.04	\$ 18.87	\$ 14.03	\$ 13.17
<b>6</b>	\$ 11.25	\$ 11.30	\$ 14.61	\$ 13.12	\$ 11.45	\$ 16.76	\$ 12.98	\$ 16.28	\$ 19.11	\$ 14.27	\$ 13.41
<b>7</b>	\$ 11.49	\$ 11.54	\$ 14.85	\$ 13.36	\$ 11.68	\$ 17.00	\$ 13.22	\$ 16.52	\$ 19.35	\$ 14.51	\$ 13.65
<b>8</b>	\$ 11.73	\$ 11.78	\$ 15.09	\$ 13.60	\$ 11.92	\$ 17.24	\$ 13.46	\$ 16.76	\$ 19.59	\$ 14.75	\$ 13.89
<b>9</b>	\$ 11.97	\$ 12.02	\$ 15.32	\$ 13.84	\$ 12.16	\$ 17.48	\$ 13.70	\$ 17.00	\$ 19.83	\$ 14.99	\$ 14.13
<b>10</b>	\$ 12.21	\$ 12.26	\$ 15.56	\$ 14.08	\$ 12.40	\$ 17.72	\$ 13.94	\$ 17.24	\$ 20.07	\$ 15.23	\$ 14.37
<b>15</b>	\$ 12.45	\$ 12.50	\$ 15.80	\$ 14.32	\$ 12.64	\$ 17.96	\$ 14.18	\$ 17.48	\$ 20.30	\$ 15.47	\$ 14.61
<b>20</b>	\$ 12.69	\$ 12.74	\$ 16.04	\$ 14.56	\$ 12.88	\$ 18.20	\$ 14.41	\$ 17.72	\$ 20.54	\$ 15.71	\$ 14.85
<b>25</b>	\$ 12.93	\$ 12.98	\$ 16.28	\$ 14.80	\$ 13.12	\$ 18.44	\$ 14.65	\$ 17.96	\$ 20.78	\$ 15.95	\$ 15.09
<b>27</b>	\$ 13.17	\$ 13.22	\$ 16.52	\$ 15.04	\$ 13.36	\$ 18.68	\$ 14.89	\$ 18.20	\$ 21.02	\$ 16.19	\$ 15.32

**APPENDIX C: Classified Wage Index  
2010/2011**

<u>Exper.</u>	Educational Asst. 1 \$/hr	Educational Asst. 2 \$/hr	Educational Asst. 3 \$/hr	Bldg Cook \$/hr	Cook / Cashier \$/hr	Bldg Custodian \$/hr	Asst Custodian/ Groundskeeper \$/hr	Bus Drivers \$/hr	Bus Mechanic \$/hr	Asst. Mechanic \$/hr	Secretarial \$/hr
0	\$ 9.92	\$ 9.96	\$ 13.30	\$ 11.80	\$ 10.11	\$ 15.48	\$ 11.66	\$ 14.99	\$ 17.85	\$ 12.96	\$ 12.09
1	\$ 10.16	\$ 10.21	\$ 13.54	\$ 12.04	\$ 10.35	\$ 15.72	\$ 11.90	\$ 15.24	\$ 18.09	\$ 13.20	\$ 12.33
2	\$ 10.40	\$ 10.45	\$ 13.78	\$ 12.29	\$ 10.59	\$ 15.96	\$ 12.14	\$ 15.48	\$ 18.33	\$ 13.45	\$ 12.58
3	\$ 10.64	\$ 10.69	\$ 14.03	\$ 12.53	\$ 10.83	\$ 16.20	\$ 12.38	\$ 15.72	\$ 18.57	\$ 13.69	\$ 12.82
4	\$ 10.88	\$ 10.93	\$ 14.27	\$ 12.77	\$ 11.08	\$ 16.45	\$ 12.62	\$ 15.96	\$ 18.82	\$ 13.93	\$ 13.06
5	\$ 11.12	\$ 11.17	\$ 14.51	\$ 13.01	\$ 11.32	\$ 16.69	\$ 12.87	\$ 16.20	\$ 19.06	\$ 14.17	\$ 13.30
6	\$ 11.37	\$ 11.41	\$ 14.75	\$ 13.25	\$ 11.56	\$ 16.93	\$ 13.11	\$ 16.45	\$ 19.30	\$ 14.41	\$ 13.54
7	\$ 11.61	\$ 11.66	\$ 14.99	\$ 13.49	\$ 11.80	\$ 17.17	\$ 13.35	\$ 16.69	\$ 19.54	\$ 14.66	\$ 13.78
8	\$ 11.85	\$ 11.90	\$ 15.24	\$ 13.74	\$ 12.04	\$ 17.41	\$ 13.59	\$ 16.93	\$ 19.78	\$ 14.90	\$ 14.03
9	\$ 12.09	\$ 12.14	\$ 15.48	\$ 13.98	\$ 12.29	\$ 17.65	\$ 13.83	\$ 17.17	\$ 20.02	\$ 15.14	\$ 14.27
10	\$ 12.33	\$ 12.38	\$ 15.72	\$ 14.22	\$ 12.53	\$ 17.90	\$ 14.08	\$ 17.41	\$ 20.27	\$ 15.38	\$ 14.51
15	\$ 12.58	\$ 12.62	\$ 15.96	\$ 14.46	\$ 12.77	\$ 18.14	\$ 14.32	\$ 17.65	\$ 20.51	\$ 15.62	\$ 14.75
20	\$ 12.82	\$ 12.87	\$ 16.20	\$ 14.70	\$ 13.01	\$ 18.38	\$ 14.56	\$ 17.90	\$ 20.75	\$ 15.86	\$ 14.99
25	\$ 13.06	\$ 13.11	\$ 16.45	\$ 14.95	\$ 13.25	\$ 18.62	\$ 14.80	\$ 18.14	\$ 20.99	\$ 16.11	\$ 15.24
27	\$ 13.30	\$ 13.35	\$ 16.69	\$ 15.19	\$ 13.49	\$ 18.86	\$ 15.04	\$ 18.38	\$ 21.23	\$ 16.35	\$ 15.48

**APPENDIX C: Classified Wage Index  
2011/2012**

<u>Exper.</u>	Educational Asst. 1 \$/hr	Educational Asst. 2 \$/hr	Educational Asst. 3 \$/hr	Bldg Cook \$/hr	Cook / Cashier \$/hr	Bldg Custodian \$/hr	Asst Custodian/ Groundskeeper \$/hr	Bus Drivers \$/hr	Bus Mechanic \$/hr	Asst. Mechanic \$/hr	Secretarial \$/hr
0	\$ 10.01	\$ 10.06	\$ 13.43	\$ 11.92	\$ 10.21	\$ 15.63	\$ 11.77	\$ 15.14	\$ 18.03	\$ 13.09	\$ 12.21
1	\$ 10.26	\$ 10.31	\$ 13.68	\$ 12.16	\$ 10.45	\$ 15.88	\$ 12.02	\$ 15.39	\$ 18.27	\$ 13.34	\$ 12.46
2	\$ 10.50	\$ 10.55	\$ 13.92	\$ 12.41	\$ 10.70	\$ 16.12	\$ 12.26	\$ 15.63	\$ 18.51	\$ 13.58	\$ 12.70
3	\$ 10.75	\$ 10.80	\$ 14.17	\$ 12.65	\$ 10.94	\$ 16.37	\$ 12.51	\$ 15.88	\$ 18.76	\$ 13.82	\$ 12.95
4	\$ 10.99	\$ 11.04	\$ 14.41	\$ 12.90	\$ 11.19	\$ 16.61	\$ 12.75	\$ 16.12	\$ 19.00	\$ 14.07	\$ 13.19
5	\$ 11.24	\$ 11.28	\$ 14.66	\$ 13.14	\$ 11.43	\$ 16.85	\$ 12.99	\$ 16.37	\$ 19.25	\$ 14.31	\$ 13.43
6	\$ 11.48	\$ 11.53	\$ 14.90	\$ 13.39	\$ 11.68	\$ 17.10	\$ 13.24	\$ 16.61	\$ 19.49	\$ 14.56	\$ 13.68
7	\$ 11.72	\$ 11.77	\$ 15.14	\$ 13.63	\$ 11.92	\$ 17.34	\$ 13.48	\$ 16.85	\$ 19.74	\$ 14.80	\$ 13.92
8	\$ 11.97	\$ 12.02	\$ 15.39	\$ 13.87	\$ 12.16	\$ 17.59	\$ 13.73	\$ 17.10	\$ 19.98	\$ 15.05	\$ 14.17
9	\$ 12.21	\$ 12.26	\$ 15.63	\$ 14.12	\$ 12.41	\$ 17.83	\$ 13.97	\$ 17.34	\$ 20.22	\$ 15.29	\$ 14.41
10	\$ 12.46	\$ 12.51	\$ 15.88	\$ 14.36	\$ 12.65	\$ 18.08	\$ 14.22	\$ 17.59	\$ 20.47	\$ 15.53	\$ 14.66
15	\$ 12.70	\$ 12.75	\$ 16.12	\$ 14.61	\$ 12.90	\$ 18.32	\$ 14.46	\$ 17.83	\$ 20.71	\$ 15.78	\$ 14.90
20	\$ 12.95	\$ 12.99	\$ 16.37	\$ 14.85	\$ 13.14	\$ 18.56	\$ 14.70	\$ 18.08	\$ 20.96	\$ 16.02	\$ 15.14
25	\$ 13.19	\$ 13.24	\$ 16.61	\$ 15.10	\$ 13.39	\$ 18.81	\$ 14.95	\$ 18.32	\$ 21.20	\$ 16.27	\$ 15.39
27	\$ 13.43	\$ 13.48	\$ 16.85	\$ 15.34	\$ 13.63	\$ 19.05	\$ 15.19	\$ 18.56	\$ 21.45	\$ 16.51	\$ 15.63

**APPENDIX D**

UE Local 741 & HIGHLAND LOCAL SCHOOLS

Documentation of Informal Conference on Grievance

Grievant Name(s) \_\_\_\_\_

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

Supervisor: \_\_\_\_\_

UE Steward (if present) \_\_\_\_\_

Nature of the problem raised by employee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's response:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_  
Employee

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
UE Steward

**Memorandum of Understanding  
By and Between  
The Highland Local School District Board of Education  
And  
The United Electrical, Radio, and Machine Workers of America, Local 741**

The Highland Local School District Board of Education (the "Board") and The United Electrical, Radio, and Machine Workers of America, Local 741 (UE) are parties to a collective bargaining agreement. Language agreed to regarding Hours and Overtime, Article 19 has come into question. Specifically, the new language added to 19.02 (A-F)

The intent of the language was to increase the opportunities for bargaining unit employees to work extra time before a substitute is called. The agreement states:

19.02 Extra time is defined as time worked in excess of an employee's regular work schedule who works less than forty (40) hours per week. Overtime payment shall begin accruing at the moment an employee works in excess of forty (40) hours in one workweek.

(A) Employees whose regular work schedule is less than forty (40) hours per week may place their name on a substitute list to work extra hours.

Basically, if an employee regularly works less than 40 hours per week and would like to work additional hours up to but not exceeding 40 hours they can place their name on this list.

(B) This list shall be posted at each building. Self explanatory.

(C) An employee is not eligible to work extra hours if the extra hours would conflict with their current job assignment.

The idea here is that one school or department absence should not create a domino effect across the district. Basically, employees are able to work extra hours as long as their primary job responsibilities are not affected, **UNLESS ASSIGNED BY MANAGEMENT.**

You cannot accept additional time outlined in this Article if it were to cause you to miss the job you are contracted to do, **UNLESS APPROVED BY MANAGEMENT.**

(D) An employee is not eligible to work extra hours if the extra hours would create an overtime payment to the employee.

This does not mean that employees cannot work overtime. It means that before they work overtime management must first approve the request.

**BUS DRIVERS:** All drivers may attend quarterly meetings to bid for additional trips, both field and athletic without interfering with the employee's right to work overtime as described in Article 19.02. However, if a driver has accepted trips, that could push them over the forty (40) hour mark for the week, they would be ineligible to accept additional

time in other departments, as outlined in this Article, unless approved by management.  
This article is in no way intended to interfere with, or deny, overtime in the transportation department that has normally been offered to bus drivers.

- (E) EMPLOYEES ARE RESPONSIBLE TO COMMUNICATE TO MANAGEMENT IF ANY GIVEN OPPORTUNITY OUTLINED IN THIS ARTICLE WOULD PUSH THEM INTO AN OVERTIME SITUATION. FAILURE TO DO SO SUBJECTS THE EMPLOYEE TO DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL.

**EXAMPLE:**

A bus driver who regularly drives 33 hours per week, and has already scheduled through the quarterly trip meetings and additional trip for Friday night (Anticipated to be 5 hours) and Saturday (Anticipated to be 8 hours) cannot accept a 2 hour cook/cashier position on Wednesday without first notifying the supervisor that they are already scheduled for 40 or more hours for the week

Management reserves the right to move to another candidate, offer the position knowing it will move a candidate into overtime, or filling the position with a substitute, once the "list" has been exhausted.

- (F) Eligible employees shall be called, based upon seniority, before a substitute is called. (Unanswered call will prompt the supervisor to call the next employee on the list until the position is filled.) Self explanatory.
- (G) The rate of pay for extra hours shall be at the zero year rate in the classification for which the extra work is being performed.

Example: Primary Job is a Bus Driver (\$16.04 per hour as at step 5 on the salary schedule) who works as an assistant custodian would earn \$11.54 per hour.

ARTICLE 48

EXECUTION

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 10-14-09

FOR THE UNION:

Dorothy Coleman  
Christine M. Gern  
Paul Lewis  
Sandra Black  
Debra Berkeley  
Vikki Dumarey

FOR THE EMPLOYER

Kathy D. Belcher  
William D. Holt  
Robert E. Sears  
David M. Larson  
Scott E. Hoff