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11-MED-05-0857

**AGREEMENT**

Between the

**HUNTINGTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**LOCAL 1562 PUBLIC EMPLOYEES OF OHIO COUNCIL 8, AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

**September 1, 2011 -August 31, 2014**

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## PREAMBLE

This Agreement entered into by the Huntington Local Board of Education, hereinafter referred to as the Board, and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and AFSCME Local 1562 together hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 --RECOGNITION AND NEGOTIATION PROCEDURE

### A. Recognition

The Board recognizes the American Federation of State, County, and Municipal Employees, AFL-CIO and its subordinate body, Ohio District Council #8, and Local #1562, as the sole and exclusive bargaining agent for all employees in the bargaining unit. The bargaining unit shall be deemed to include those individuals employed full-time and regular permanent part-time by the school district in the classifications as set forth in Appendix A. Confidential employees, casual substitutes, supervisors and administrative personnel shall be excluded from the bargaining unit.

In the event a new classification is created during the term of this Agreement, the parties agree to discuss the inclusion of such classification in the bargaining unit and to negotiate the effect of the inclusion.

The Board agrees to meet with representatives of the above-mentioned Union for the purpose of entering into a working agreement. Any such agreement, so long as it is not in conflict with any State or Federal law, shall be adhered to and be final and binding on both parties. The Board agrees to schedule grievance hearings, provided Board members need not be present, during regular business hours.

### ~~B. Negotiation Procedure~~

Either AFSCME or the Board may initiate negotiations by letter of submission forwarded to the other party within ninety (90) days prior to the expiration of the agreement or if otherwise agreed to by both parties. Within fifteen (15) working days of transmittal of said submission letter, the parties shall have scheduled their first negotiation session. The first negotiating

session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session, either party may be represented by no more than five (5) representatives.

C. Dispute Settlement Procedure

If after forty-five (45) calendar days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

D. Agreement

When final agreement is reached through negotiation, the outcome shall be reduced to writing and submitted to the Union for ratification. Following the ratification by the Union, the Agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties.

## **ARTICLE 2 –CHECKOFF**

The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall designate, in writing, the address where the checkoff monies shall be remitted.

The payroll deduction shall be made by the Employer twice each month. The rate at which dues are to be deducted shall be certified to the Treasurer by the Union. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within fifteen (15) days of their deductions. Each remittance shall be accompanied by the following alphabetical lists: 1) For employees for which deductions were made, the name, address and social security number of the ~~employee and amount deducted;~~ 2) ~~The name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission.~~

## **CHECKOFF-HOLD HARMLESS**

The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract.

## FAIR SHARE FEE

Effective on the date of this Agreement, all employees in the bargaining unit who sixty (60) days from the date of hire are not in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

## **ARTICLE 3 –REPRESENTATION**

- A. The Union shall be represented by a chairperson and up to one (1) steward for each classification represented.
- B. Employees selected by the Union to act as union representatives shall be known as "stewards." The names of the employees selected as stewards and the names of other union representatives who may represent employees shall be certified in writing to the Board by the Union.

## **ARTICLE 4 --GRIEVANCE PROCEDURE**

- A. General Provisions
  - 1. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of a specific provision of the negotiated agreement between the Union and the Board.
  - 2. A grievant is an employee or group of employees in the bargaining unit alleging a violation, misrepresentation or misapplication of a specific provision of the negotiated agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.

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  - 3. A day shall be defined as a school calendar day for which employees are compensated.

4. If the grievant does not comply with any of the time limits in this Article, then the grievance shall be considered waived.
5. Time limits within this provision shall be considered a maximum unless mutual written agreement to extend is made by the parties.

If a decision is not issued within the time limits prescribed in this procedure at Steps I, II, and III, the grievance shall automatically advance to the next step.

6. At each formal level, either party may have representation of his /her choice.

B. Informal Procedure

Any grievance shall be discussed with the grievant's immediate supervisor before it is filed in writing in order to seek a mutually agreeable, equitable solution to the grievance. The grievant will indicate that the discussion will pertain to a possible grievance.

C. Formal Procedure

1. Step 1

If the grievance is not resolved by the informal procedure, the grievant may further pursue the grievance within ten (10) days after the grievant knew or should have known of the act or condition upon which the grievance is based by submitting a formal grievance form with a written explanation of the grievance, citing the specific section violated and relief sought to the immediate supervisor and the Superintendent. Within five (5) days after the receipt of the form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance and return a copy to the grievant and the Superintendent within five (5) days after such meeting.

2. Step 2

If the grievant is not satisfied with the written disposition at Level I, the grievant may appeal the grievance and request a meeting with the Superintendent/designee within five (5) days after the receipt of Level I written disposition by submitting a grievance report form which shall

include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. The meeting will be held within five (5) days of the Superintendent/designee's receipt of the appeal from Step 1. The Superintendent/designee shall write a disposition of the grievance within ten (10) days after such meeting and return a copy to the grievant, immediate supervisor and President of the Board.

3. Step 3

In the event the grievance is not resolved at the second (2nd) step, the employer and the Union may agree to mediation with the Federal Mediation and Conciliation (FMCS). The mediation request must be mutually agreed to by both, Employer and the Union. Either party may submit their request of Mediation within fifteen (15) business days of receipt of the second (2nd) step answer. If Mediation does not resolve the grievance the grievance is moved directly to arbitration as defined in Step 4.

4. Step 4

- a. Should the grievance not be resolved satisfactorily in Step 2 or Step 3, whichever is applicable of the procedure, the Union may submit the grievance to arbitration within twenty (20) working days of the decision of the Board. A joint request shall be made of the Federal Mediation and Conciliation Service (FMCS) to provide for the submission of a list of seven (7) names of persons who are regarded as potential arbitrators. Either side may request a second list. An alternating strike-out process shall be invoked by the parties with the parties alternately striking the first name from the list. The last name remaining on the strike-off list shall be the arbitrator for the grievance.
- b. Expenses for the arbitration service shall be born equally by the employer and the union. However, each party shall be responsible for compensation of its own representatives.
- c. The decision of the arbitrator shall be final and binding upon the parties.

## **ARTICLE 5 --CORRECTIVE ACTION**

- A. The Board agrees to apply progressive discipline to employees if discipline of an employee becomes necessary.

- B. In cases involving the discipline of an employee, the employer shall follow the principle of progressive disciplinary action for repeated offenses through a system of one or more oral warnings, one or more written reprimands, and suspension or discharge.
- C. In the event that it becomes necessary for the management to suspend or discharge an employee, there shall be a preliminary hearing scheduled prior to the action. The employee shall have two (2) working days notice of such hearing. This hearing shall involve the employee and his steward representative and shall be conducted on the work premises with the management representatives stipulating the nature of the charges and the action that could be taken. The purpose of the hearing is to allow the employee an opportunity to offer an explanation of the alleged conduct.
- D. It is recognized that an act of an unusually serious nature may prompt the employer to bypass one or more of the steps outlined above. Oral and written reprimands will cease to have any force and effect thirteen (13) months after the effective date of the reprimand providing there are no intervening reprimands or suspensions during the thirteen (13) month period. Suspensions will cease to have any force and effect after twenty-four (24) months if there have been no intervening reprimands or suspensions.

#### **ARTICLE 6 – SENIORITY**

- A. Seniority shall be defined as continuous service with the employer and it shall prevail on an overall basis in relation to all jobs or classifications currently in existence.
- B. Seniority shall be accrued from the original date of hire as a regular employee.
- C. Any new full-time employee shall be regarded as a probationary employee for a period not to exceed thirty (30) working days. During this period he/she shall be deemed to have no seniority and can be disciplined or discharged at the discretion of the Superintendent and the Board of Education. However, should he/she be retained in the employ of the school system after thirty (30) workdays, seniority shall then be accruable and accredited from the original date of hire.
- D. Seniority lists shall be prepared by the management annually. All such lists shall be posted on a conspicuous bulletin board. Available copies shall be forwarded to the Union office. Changes will be updated.

## ARTICLE 7 --LAYOFF AND RECALL

In the event that it becomes necessary to reduce the work force, the following procedure shall be enforced:

- A. All probationary, seasonal, casual, and substitute employees in the affected classification shall be laid off first.
- B. Employees shall be laid off on the basis of total district seniority into any position where the incumbent employee has less overall district seniority and the laid-off employee is qualified to perform the job duties as determined by the employer. Any employee so bumped has the same bumping rights. Employees who are designated for layoff may bump, on the basis of total district seniority. Provided the employee is qualified to hold the position as determined by the employer.
- C. Upon restoration of forces, employees shall be recalled in line with seniority to positions within their classification or to open positions outside their classification provided the employee is qualified, as determined by the employer, to hold the position and provided that the position has been posted and no qualified bids have been received from employees within the classification. The most senior employee who has been subjected to layoff shall be recalled first provided they are qualified and willing to perform the job thus available. The right to recall shall exist for a period of twelve (12) months from the effective date of the layoff. Recall notices shall be sent to the last address on record for the employee by certified mail and the employee shall respond within ten (10) work days of receipt of the notice. It is the employee's responsibility to advise the Board of any change in address.
- D. In the event a dispute should arise respecting the qualifications of one employee versus another as a result of a layoff, the senior employee who aspires for the job or vacancy shall be given a five (5) day trial period to prove his/her qualifications.
- E. Upon first knowledge of a possible layoff by the Board, the Union will be promptly notified of the possible layoff and will meet with the Union to discuss the possible layoff and alternatives to the layoff. The Employer agrees to give affected employees ten (10) working days' notice of layoff.
- F. Non-bargaining unit employees are prohibited from bumping into the bargaining unit in the event of layoff or job abolishment.

## ARTICLE 8 --OVERTIME, HOURS OF WORK, AND HOLIDAYS

### A. Hours of Work

1. The work week shall commence at 12:00 a.m. on Monday and end at 11:59 p.m. Sunday.
2. Shift Preference shall be offered by total classification seniority. Employees in the Kitchen will be permitted to bid on vacancies in accordance with Article 14, Vacancies. Employees will maintain their current work stations as of May 1, 2006.
3. Kitchen hours will be from 7:30 A.M. to 2:30 P.M.
4. Any change in custodial shift assignments shall be preceded by a 30 calendar day written notice to the employee.
5. Secretaries will be required to work five (5) days prior to the start of the school year and five (5) days after the end of the school year.

### B. Overtime

1. All hours worked in active pay status shall be considered as hours worked for the purpose of calculating overtime, except in the following conditions:
  - a. If an employee is off on sick leave on the day before an overtime opportunity.
  - b. If an employee is off on sick leave on the day of an overtime opportunity.

The employee will not be eligible for overtime.

2. For all time worked over forty (40) hours in a work week, the rate of compensation shall be one and one-half (1-1/2) times the regular hourly rate of compensation for the employee.
3. For all time worked on Sunday in a work week, the rate of compensation shall be double the employee's regular rate of compensation.

4. Overtime work shall be offered to the most senior full-time employee working within the job classification on a rotary basis. Overtime does not apply to extracurricular trips.
5. For all time worked on holidays, in addition to the regular holiday pay, the rate of payment for actual time worked shall be at the rate of double time.

C. Holidays

1. The following days shall be observed as paid holidays for all twelve-month employees:

New Year's Eve Day  
New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day/Myrl Shoemaker Day  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving (full-time custodians only)  
Christmas Eve  
Christmas Day

2. The following days shall be observed as paid holidays for all nine-month and ten-month Employees:

New Year's Eve Day  
New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day/Myrl Shoemaker Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

3. Employees shall be compensated for all holidays specified within this agreement and any holidays declared by the President of the United States or the Governor of the State of Ohio if the holiday falls during the employees regular scheduled work year. Holidays that occur during dates that employees are not working shall be paid at straight time.

## ARTICLE 9 --LEAVES OF ABSENCE

### A. Maternity Leave

1. Unpaid maternity leave shall be granted for periods up to six (6) months upon written request by a pregnant employee. Health insurance benefits cease if employee does not return to work after six (6) months.

### B. Disability Leave

1. Unpaid disability leave pursuant to a physician's statement that an employee is physically unable to work, may be granted up to one year, with additional leave granted with permission of the Board. Upon completion of the leave the employee shall return to the same or similar position of employment.
2. The Board may require a pregnant or disabled employee to obtain a complete physical from a licensed physician at the Board's expense as to the employee's fitness to perform the duties of her position.

### C. Unpaid Leaves of Absence

1. Unpaid leaves of absence may be granted to the employees covered by this agreement for legitimate reasons. Requests for such leaves shall be submitted thirty days in advance in writing to the Superintendent. Granting of said leaves shall be without prejudice to seniority or other rights and benefits of Huntington Local School District employees. Employees shall accrue seniority during the first thirty (30) days of an approved leave of absence. Employer shall notify employee, within five (5) working days or sooner of request, if leave of absence has been approved or denied.

2. Employees on unpaid leaves of absence, any combination beyond twenty (20) cumulative days in one fiscal year, must pay the full premium cost of insurance benefits to the Board.

D. Personal Leave

1. Each classified employee shall be entitled to not more than three (3) days of absence, with pay, each school year due to personal reasons, which cannot be conducted during non-working hours. Personal leave days shall not be deducted from sick leave. Leave can be utilized in increments of one-half (1/2) day of employee's work day.
2. If possible, a classified employee will give his supervisor seventy-two (72) hours' advance notice of his intention to take such leave. In emergency situations, the employee will give as much advance notice as is possible.
3. When an employee is absent for personal reasons, a report of such leave signed by the employee and his supervisor shall be filed with the Treasurer within ten (10) days following the day of absence. Such a report shall contain a certification by the employee that his absence was not for one of the reasons prescribed below.
4. Personal leave may not be used on the day before or the day after a holiday or vacation day, unless an emergency situation occurs. Personal leave may not be used for gainful employment.
5. During the first two (2) or last two (2) weeks of the school year, up to 20 percent of each classification, but no more than 2 individuals, can be off on personal leave. Should more than 20 percent need to be off, it is up to the discretion of the Superintendent to allow time off.
6. An employee shall have the option of rolling over any unused personal leave days or any portion thereof into sick leave.

E. Bereavement Leave

In cases of death in the immediate family as herein defined--mother, father, husband, wife, children (paternal and/or adopted), sister, brother, mother-in-law, father-in-law, legal guardian, grandparent, grandchild, niece, nephew, step-child, brother and sister-in-law, and aunt and uncle--three (3) days of leave time shall be granted, plus one day if over one hundred (100) miles

and under two hundred fifty (250) miles, and one more day if over two hundred fifty (250) miles. Wages commensurate during the period of said leave shall be compensated to the employee so affected at the basic rate of pay. Overtime is not to be used as a basic computation.

F. Sick Leave

1. Each person who is employed by any board of education in this state shall be entitled to eighteen (18) days' sick leave with pay for each year under contract, which shall be credited at the rate of one and one-half (1 1/2) days per month with unlimited accumulation. Leave can be utilized in increments of one-half (1/2) day of employees workday.
2. Employees, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family as defined above in bereavement leave.
3. The previously accumulated sick leave of a person who has been separated from public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date of the last termination from public service. This does not apply to a retired-rehired employee.
4. Classified school employees who render regular part-time service shall be entitled to sick leave for the time actually worked at the same rate as that granted like full-time employees.
5. The Board shall require a classified school employee to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Any bargaining unit member who uses more than three (3) consecutive work days of sick leave may be required to have a physician's statement to substantiate the illness before he/she may return to work. Nothing in this section shall be construed to waive the physician-patient privilege provided by section 2317.02 of the Ohio Revised Code.

6. Falsification of a statement is grounds for suspension or termination of employment under sections 3319.081 and 3319.16 of the Ohio Revised Code.
7. No sick leave shall be granted or credited to an employee after his retirement or termination of employment.

G. Attendance Bonus

Personal and Sick Leave Incentive-In an attempt to assure a high level of quality services and to recognize the dedication of bargaining unit members, the following Attendance Incentive shall be provided to those who achieve at least a ninety-eight percent (98%) attendance level during these time periods.

- 1<sup>st</sup> Quarter - One Hundred Dollars (\$100.00)
- 2<sup>nd</sup> Quarter - One Hundred Dollars (\$100.00)
- 3<sup>rd</sup> Quarter - One Hundred Dollars (\$100.00)
- 4<sup>th</sup> Quarter -Two Hundred Dollars (\$200.00)

In addition to the above, each bargaining unit member (except those who are on leaves of absence for more than forty-five (45) days during a school year) shall be entitled to One Hundred Fifty Dollars (\$150.00) if the Department target of ninety-eight percent (98%) is reached for the school year.

Payments shall be made in February and in June.

The first quarter commences on September 1 and the fourth quarter ends on August 31 for twelve (12) month employees. The payments shall be made in March and in September.

For all others, the four quarters shall be the four (4) grading periods. The payments shall be made in February and in June.

H. Union Business Leave

Members of the Union selected by the membership to participate in any Union activity outside the Huntington Local School District shall be granted a leave of absence with pay at the request of the Union. A maximum of four (4) days of Union Business leave will be granted per school year.

I. Military Leave

A military leave of absence shall be granted in accordance with ORC 5923.05 and federal laws.

J. FMLA Leave

The Board agrees to comply with all requirements of the FMLA.

K. Advance Notification

Unless stated otherwise in this article, the use of approved leave must be preceded by notification to the employee's supervisor two (2) hours or more in advance of the commencement of the requested leave, unless an emergency exists that prevents such notice. In the case of an emergency, the employee's supervisor shall be notified of the absence as soon as reasonably possible.

## **ARTICLE 10 --BULLETIN BOARDS**

The Board agrees to provide access to a bulletin board in the cafeteria, high school furnace room, and bus garage for the posting of official union notices and informational bulletins.

## **ARTICLE 11 --HEALTH AND WELFARE FUND**

- A. The Board shall contribute to the Ohio Council 8 AFSCME Care Plan Forty-eight Dollars and Seventy-five cents (48.75) per month for each employee in the bargaining unit, to be paid not later than the fifteenth (15th) of each month. The following coverages are provided: Life 1, Vision 1, Hearing, and Dental 2.
- B. The Union agrees to waive the health service insurance program for employees listed in this Article (Section G) that have spouses covered by an insurance policy providing equal or superior benefits. It is clearly understood that should an employee's spouse's insurance be terminated for any reason, the employee of the Board shall immediately, contingent upon approval of the carrier and upon written notice to the Superintendent, become covered by the Board health service insurance program.
- C. The Board agrees to provide to the employees a Health Service Insurance Program providing for but not limited to: comprehensive hospital, VCR

major medical and emergency care plans. Such coverage shall include diagnostic service, out-patient and three hundred sixty-five (365) day hospitalization for any confinement in a semi-private room. The Board agrees to negotiate any regressive changes to the Insurance coverage.

- D. The Board shall deduct from the pay of each employee with insurance coverage: 8% of the monthly premium for the first year of this contract; 9% for the second year of this contract; and, 10% for the final year of this contract.
- E. The Board agrees to pay any cost involved in obtaining the driver's abstract.
- F. The Board agrees to provide employees with ten (10) working days notice prior to the insurance carriers' open enrollment period for adding or changing insurance coverage.
- G. Waiver of Insurance
  - 1. If a full-time employee elects to withdraw from the insurance program, the employee shall receive a stipend of \$4,000 for each school year in which he/she does not participate in the insurance program. Single or one spouse of a married couple who are employees will receive a stipend of \$2,000 for each school year in which he/she does not participate in the insurance program.
  - 2. If a part-time employee elects to withdraw from the insurance program as provided above, he/she shall receive a percentage of \$4,000/\$2,000 for each school year of nonparticipation. Said percentage shall be equivalent to the percentage of time the employee works in comparison to a full-time employee.
  - 3. In the event a change in marital status through death, divorce, marriage, or is a spouse loses his/her present insurance coverage the employee may reenroll in the program. However, if none of the above are applicable, the employee may not re-enroll for a period of twenty-four (24) months from the withdrawal from the program.
  - 4. It shall be the responsibility of the employee to notify the Treasurer's Office in writing during the month of June if they desire to withdraw from the insurance program for the next school year. Approval of requests to withdraw from the program that come later than June shall be at the discretion of the Superintendent.

5. Payment shall be made to the employee in October of the school year of nonparticipation, however, if employment is severed prior to the following June, or if re-enrollment occurs under Section C(4) above, the employee will refund a pro-rata amount or same will be deducted from his/her pay check, if applicable.

## **ARTICLE 12 --WAGES AND COMPENSATION**

### **A. Wage Schedules**

Employees shall be compensated in accordance with the wage schedules found in Appendix A of this Agreement.

2.25-% increase September 1, 2011

2.25-% increase September 1, 2012

2.25-% increase September 1, 2013

### **B. Payday**

There shall be twenty-six (26) paydays each year and the first payday shall begin on the second (2nd) Friday in September. However, if the foundation check is needed to meet payroll, the payroll shall be the earliest possible date after the foundation check arrives.

### **C. Call in Pay**

An employee reporting for emergency duty at the Board's request, for work for which he/she had not been notified in advance and which is outside of and not continuous with his scheduled work period, shall be granted a minimum of two (2) hours' pay.

### **D. Severance Pay**

The Board shall grant severance pay in the amount of one-fourth (1/4) accumulated unused sick leave at retirement not to exceed one-fourth (1/4) of two hundred twenty (220) days or (55) days. The amount will be the number of days times the daily rate at retirement to be paid in a lump sum within thirty (30) days after final pay. Employees who retire due to length of service or disability retirement shall receive the benefits of this article. In the event of an employee's death, severance pay shall be made to the employee's beneficiary within thirty (30) days.

E. Longevity Pay

Forty (.40) cents -Five (5) years but less than eleven (11) years service in the district.

Forty-five (.45) cents -Eleven (11) years but less then sixteen (16) years service in the district.

Fifty (.50) cents -Sixteen (16) years service or more in the district.

F. SERS Pick-Up

The Board agrees to implement this plan through payroll reduction. It will allow the employee portion of the SERS payment to be made in such a way that his/her wages will be reduced by a proportionate amount and, thereby, reduce his/her income tax. The negotiated procedure put in effect in September, 1987 shall be used to implement this plan.

G. Working out of Classification

Employees who are assigned by the Employer to fill in for a supervisor shall be paid seventy cents (.70) per hour more than their regular hourly rate for all hours worked in that capacity.

Filling in for the supervisor shall be posted at the beginning of each school year and the job will be filled on the most seniority in classification basis.

In the event the successful bidder is found not qualified to perform such duties the position shall be awarded to the next senior bidder or re-posted if there are no other bidders.

## ARTICLE 13 –TRANSPORTATION

A. Route Assignments

1. Specification or routing buses shall be predetermined and bid prior to the fall semester of school. They shall remain consistent and firm with the exception of minor changes made by the Board. In the event of major changes in the routes, the drivers bid for the routes.

Except for emergencies, any routes that are added at the beginning of or during the school year that remain in effect for longer than a thirty

(30) day trial period shall constitute a vacancy and shall be posted and bid.

2. Initially, all routes as agreed are subject to a process of bidding, giving present employees first opportunity for bid prior to hiring new employees. Seniority shall prevail.
3. Employees who exercise bidding rights shall be permanently assigned to the routes until such time as a new route is developed or current route vacated. Only in the event of the bidding process shall a permanent status be subjected to change.
4. All current routes negotiated prior to the semester which subsequently may become vacant shall be advertised for bid. Employees shall have five (5) days in which to bid. Management may temporarily fill the vacancy for a period not to exceed ten (10) days while a selection is being made.
5. In the event that a bus driver is scheduled to work a special event and reports for work and is excused from work before completing the assignment, he shall be compensated at a rate not less than one-half (1/2) of the rate of pay for the special event.

B. Physical Examinations

Each driver is required to pass a physical examination each year as provided by law and the Ross County Board of Education between May 1 and August 1. Any driver failing to have a certificate issued by the Ross County Board of Education will not be allowed to work until such certificate is issued.

C. Two-Way Radios

The Board shall provide a two-way radio for each bus with a base radio at the school. An attempt will be made to maintain each two-way radio in working and transmitting condition. The two-way radio or any other communication devices provided by the Board shall be used only for school and/or emergency purposes.

D. Student Discipline on Buses

1. Rules of procedure pertaining to student control while buses are transporting students shall be operative at all times.

2. Violation of such rule or rules may be subject to disciplinary action administered by the school system.
3. A bus driver shall be in charge of his /her bus at all times. He/she shall insist upon and maintain an orderly student attitude from all student passengers. All situations or incidents that involve student passengers and that need a solution shall be reported promptly to the proper school authority.
4. A bargaining unit representative for the Bus Drivers will give input in the revision of the Student Handbook regarding this discipline.

E. Extra Trips

1. Extra trips for bus drivers shall be compensated at the rate of:
  - a. Mileage up to 60 miles \$40.00
  - b. Mileage 61 to 110 miles \$50.00
  - c. Mileage 111 miles and over \$60.00
  - d. Employees will be permitted one-half hour prior to the trip time to prep the bus when the duration of the trip is determined.
  - e. If any extra trip is longer than six (6) hours in duration then said employee shall be, in addition to the above rate, entitled to be compensated at the rate of Eight Dollars (\$8.00) per hour for each hour said employee is on any extra trip starting with the seventh (7th) hour.
2. Those employees required in the course of assigned duties to stay overnight at an area other than their home, shall receive compensation in the amount of fifty dollars (\$50.00) in addition to the trip pay. An eight dollar fifty cents (\$8.50) meal allowance will be given for all trips over a five (5) hour period if a meal is not otherwise provided.
3. All extra trips shall be offered by seniority among the regular drivers on a rotating basis. One rotation list shall be created for all extra trips that will not interfere with regular daily routes. A second rotation list shall be created for extra trips that interfere with the regular daily routes. Bus drivers who accept an offer to drive an extra trip that interferes with his or her regular daily route shall take leave without pay from their regular daily route and be compensated for the extra trip in accordance with this article. All regular routes shall take

priority over extra trips. If a substitute driver cannot be secured by the Board, the bus driver shall drive his or her regular routes.

4. The seniority roster shall be used to assign extra trips. In the event that all regular drivers decline or are unable to accept the extra trip, full-time qualified employees shall be requested by seniority on a rotating basis to drive the extra trips prior to an offer to substitute qualified employees. In the event the replacement drivers decline to accept the extra assignment, it will be assigned to the regular driver with the least seniority and such driver shall not be docked for his/her regular run.

It is the responsibility of the employee to check with the Transportation Supervisor on a regular basis.

5. When a trip has already been assigned or awarded to driver and later the time is changed due to emergency or due to circumstances out of our control, said driver will continue or still have said trip regardless of time or List A or B.

If trip is canceled after it has been awarded, then that driver will get the next trip to be yet awarded on appropriate list.

F. C.D.L.

The Board will reimburse any employee all of the current cost for the renewal of their driver's license.

G. Report Time

Bus drivers shall report to the transportation garage thirty (30) minutes before the start of a regular morning and/or afternoon run in order to perform a pre-trip inspection.

H. Bus Garage Access

Bus drivers will be given a key to access the bus facility and a remote control, while they last, for the gate when making trips before or after normal work hours which will be returned to the Transportation Supervisor with the trip receipt.

## ARTICLE 14 – VACANCIES

- A. The Board agrees to post all job openings within the bargaining unit within five (5) workdays of the vacancy occurring or new job being created. The posting shall contain the rate of pay, hours of work, outline of job duties, the minimum qualifications, and the date the posting expires.
  - B. The job bid shall remain posted for five (5) working days in all work areas. The Union shall be furnished a copy of all job postings at the time they are posted.
  - C. All bargaining unit employees shall be eligible to apply for posted jobs. The factors the employer may consider in determining whether an employee who bid for the position is qualified to fill the position are:
    - a. minimum qualifications for the position
    - b. experience
    - c. education/training
    - d. overall job record
    - e. total years of continuous service.
- The applicant who meets the qualifications for the posted position and has the greatest seniority in the classification of the vacancy shall be awarded the position. In the event no employees in the classification of the vacancy bid, then the bidder who meets the qualifications and has the greatest overall seniority shall be awarded the position except under unusual circumstances. All openings for which there is at least one (1) qualified applicant shall be filled within ten (10) working days of the expiration of the posting.
- D. Upon filling a vacancy, the Board shall give written notice to the Union.
  - E. Should no qualified employees apply for an opening, the Board shall be free to hire from outside the bargaining unit.
  - F. The Board may return a successful applicant to his/her previous position within thirty (30) working days after a personal conference with the Superintendent and an evaluation of his/her performance, should the employee be unable to perform the work. A successful applicant may disqualify himself/herself within ten (10) working days after starting the new assignment and return to his/her previous assignment.
  - G. Bids signed by the employee may be submitted by the Union Steward when employees are not present at work during the posting period of a position.

H. When a temporary opening exists in a bargaining unit position due to illness, vacation, leave schedules, etc., the Board will offer a qualified bargaining unit employee the opportunity to fill the temporary vacancy at the minimum rate of pay for all hours worked in that classification. Unless otherwise agreed to by the bargaining unit employee who fills the temporary vacancy, bargaining unit employees shall not be required to give up their regular work when filling a temporary vacancy, but will fill the vacancy during hours when they are not performing bargaining unit work. In no event shall an employee's hours exceed forty (40) hours per week on a regular basis.

#### **ARTICLE 15 --SNOW DAY**

All bargaining unit employees who are required to work on a snow day determined by the Superintendent shall receive double time for all hours worked. The Superintendent and/or his designee shall specifically request those employees who are required to work.

#### **ARTICLE 16 --VACATION**

Twelve (12) month, full-time, forty (40) hour bargaining unit employees shall receive two (2) weeks' vacation after one (1) year of service; three (3) weeks' vacation after ten (10) years of service; and four (4) weeks' vacation after twenty (20) years of service. An employee requesting vacation shall give at least two (2) days written notice.

#### **ARTICLE 17 --BREAKS**

All employees who work more than five (5) hours a day shall receive a one-half (1/2) hour unpaid lunch break.

Cooks will receive a ten (10) minute break which will normally be scheduled at 10:00 a.m. If the supervisor determines that the break cannot take place at 10:00 a.m. on a particular day, the break will take place as close to 10:00 a.m. as the supervisor determines is feasible.

Employees who have a one-half hour unpaid lunch break will be required to clock in at the start of his/her shift and clock out at its end. The total time clocked for any shift shall be reduced by the lunch break when compensation is calculated.

## ARTICLE 18 --GENERAL PROVISIONS

- A. All injuries shall be reported promptly. Employees who are injured and sent home as a result of said injury shall be compensated for a full day's wage payment.
- B. Employees are required to be punctual and regular in their attendance. Excessive tardiness or chronic absenteeism is subject to progressive discipline.
- C.
  - 1. Members of the bargaining unit may apply for supplemental student activity positions if no qualified certificated individual has applied as determined by the Board. If the Board intends to select a qualified bargaining unit member for such a position, the bargaining unit member must agree in writing to accept the supplemental salary offered and to waive any and all claims for overtime pay for hours under such a supplemental contract. Such a waiver will include a pledge to hold the Board harmless and indemnify it from any and all financial consequences that might result from such supplemental employment.
  - 2. If this provision is determined to be unenforceable and of no effect by a court of law or a state or federal agency, the parties agree that such supplemental positions will not be available to members of the bargaining unit.
  - 3. The duration of any such supplemental contract will be for one school year.
- D. The payroll for bargaining unit members will be through direct deposit.

## **ARTICLE 19 --SEPARABILITY**

If any article, section or appendix of this Agreement should be held invalid by operation of law of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or application of such article, section, or appendix, to persons or circumstances other than those to which it has been restrained shall not be affected. It is understood by the parties that nothing in the agreement shall conflict with any Federal Laws and the Constitutions of the State of Ohio and the United States of America.

## **ARTICLE 20 --STOPPAGE OR INTERFERENCE OF WORK**

- A. For the duration of this agreement the Union, its officers, representatives, members and the employees covered by this agreement shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any of the aforementioned parties take part in any strike, slowdown or work stoppage, boycott, picketing, or other interruption or interference of a like or similar nature with the work of the employer. Failure or refusal on the part of any employee to comply with the provision of this article shall be cause for whatever disciplinary action, including suspension or discharge against whatever number of such employees is deemed necessary by the Employer. An employee who violates Paragraph A., above, shall be disciplined subject to a grievance solely on the question of whether the employee participated in such prohibited activity.
- B. The Employer shall not lock out any employee for the duration of this Agreement.

## **ARTICLE 21 --COMPENSATORY TIME**

At the request of the employee and with the agreement of the Superintendent, compensatory time may be granted in lieu of overtime pay. Compensatory time requests will not be denied for arbitrary or capricious reasons.

Any employee electing to take compensatory time in lieu of overtime pay shall have prior approval of such accrued time by his/her supervisor.

Such compensatory time shall be accrued and granted at time and one-half (1-1/2) for all overtime hours worked.

Compensatory time shall be taken within the same contract year (September 1 through August 31) in which it was earned. Compensatory time which is accumulated but not used within the contract year will be paid off in the first paycheck following the end of the contract year.

An employee can accumulate not more than forty (40) hours of compensatory time, and the actual time off said compensatory time is utilized is at the sole discretion of the Administration and cannot be taken except when a substitute will not be required.

## **ARTICLE 22 --HEALTH AND SAFETY**

- A. The Employer will attempt to provide safe working conditions and working methods for its employees. The employees will follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and the Employer will attempt to correct any which are found and see that the safety rules and safe working methods are followed by all employees.
- B. In accordance with the Ohio revised Code, The Board will hold harmless from liability, indemnify, and defend employees as the result of any claim, lawsuit, or judgment that stems from the administration of medical services to a student in the scope of his/her employment. This protection does not apply to actions taken outside of the scope of an individual's employment.

## **ARTICLE 23 --MAINTENANCE OF MEMBERSHIP**

The Treasurer shall honor all checkoff cards for the duration of this Agreement except that employees may revoke checkoff during the 30 to 45 day period prior to the termination date of this Agreement. Written notice of such revocation must be sent by the employee to the Union and the Treasurer by certified mail and received during the window period for dues to be revoked. Revocation of dues shall become effective 30 days after notice is received.

## **ARTICLE 24 -PEOPLE -CHECK-OFF**

The Employer will deduct voluntarily contributions to the American Federal of State, County, and Municipal Employees International Union's Public Employees Organization to Promote Legislative Equality (PEOPLE) Committee from the pay

an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction.

An employee shall have the right to revoke such authorization by giving written notice at any time to the Union which in turn shall notify the Employer.

The Employer's obligation to make deductions shall terminate automatically upon (a) receipt by the Employer of revocation of authorization; or (b) upon termination of employment; or (c) transfer to a classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from dues deductions and fair share fee deductions.

#### **ARTICLE 25 --DURATION AND INTENT OF AGREEMENT**

- A. This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by written mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.
- B. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as its deems appropriate.
- C. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.
- D. This Contract shall be in effect from September 1, 2011, through August 31, 2014.

#### **ARTICLE 26 -CATASTROPHIC SICK LEAVE DONATION**

- A. A catastrophic sick leave donation program is established to assist employees who are placed on a leave of absence due to an accident or long-

term illness not job related, and who will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

B. The catastrophic sick leave donation program can be utilized only if all of the following conditions are met:

1. The Superintendent determines that the injury or long-term illness is catastrophic.
2. A doctor approved by the Board certifies that a long-term medical injury or illness exists.
3. The injury or long-term illness must require the employee to take at least 30 days off.
4. The employee must have worked for the Board at least one year.
5. The employee shall not have been disciplined for sick leave abuse.
6. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including sick leave, compensatory time, and vacation time.
7. All sick leave donations are voluntary and may be made from bargaining unit members and/or supervisors.
8. Unless otherwise approved by Superintendent each employee/ or supervisor may donate up to two (2) days total sick leave per catastrophe.
9. The sick leave donated is paid at the lower of the two rates earned by the employees.
10. An employee who receives sick leave donations is not eligible to receive additional sick leave donations for five (5) years from the date the employee last received a sick leave donation, at which time eligibility is reinstated.

C. When the Employer is made aware of an employee's need for sick leave donations, it shall post a notice informing the employees of the particular

employee's need for assistance. This notice shall be posted for 14 days. After such 14-day period, no further donations shall be accepted.

## **ARTICLE 27 --MANAGEMENT RIGHTS**

The Board of Education shall retain and exercise these management rights unless and to the extent modified by the provisions of this collective bargaining agreement:

1. 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.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the Employer as a unit of government.
8. Effectively manage the work force.

9. Take actions to carry out the mission of the public employer as a governmental unit.

**ARTICLE 28 –SIGNATURES**

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ day of September, 2011 at Chillicothe, Ohio.

FOR THE BOARD:

C.R. McCleary

President, Huntington Local  
Board of Education

Greg Murray  
Superintendent

Emma L. Shattox  
Treasurer

Scott E. Maguire  
Negotiations Committee

FOR THE UNION:

Steve M. Rankley  
Staff Representative, AFSCME,  
Ohio Council 8, AFL-CIO

Diana Hinta  
Negotiations Committee

\_\_\_\_\_  
Negotiations Committee

\_\_\_\_\_  
Negotiations Committee

APPENDIX A

**HUNTINGTON LOCAL SCHOOL DISTRICT  
Hourly Wage Schedule For Classified Employees**

Experience	Hourly Rates		
	2011-2012	2012-2013	2013-2014
<b>A. Secretaries</b>			
0	\$16.50	\$16.87	\$17.25
1	16.70	17.08	17.46
2	16.90	17.28	17.67
3	17.08	17.46	17.85
4	17.29	17.68	18.08
5	17.43	17.82	18.22
<b>B. Custodians</b>			
0	\$16.87	\$17.25	\$17.64
1	17.03	17.41	17.80
2	17.28	17.67	18.07
<b>C. Regular Bus Drivers</b>			
0	\$17.85	\$18.25	\$18.66
1	18.02	18.43	18.84
2	18.09	18.50	18.92
3	18.23	18.64	19.06
<b>D. Cooks</b>			
0	\$16.03	\$16.39	\$16.76
1	16.11	16.47	16.84
2	16.16	16.52	16.89
3	16.21	16.57	16.94
4	16.26	16.63	17.00
5	16.32	16.69	17.07