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MASTER AGREEMENT

between the

HIGHLAND LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

and the

UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA
LOCAL 741

July 1, 2012 through June 30, 2015

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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, October 6, 2005 and on September 13, 2012.
- 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 Drivers, 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 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 bulletin boards and 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's instant alert messenger 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 On an annual basis, the Employer shall supply the Union with one copy of the budget and the annual appropriations as soon as practicable.
- 5.10 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.
- 5.11 The Union shall be granted up to fifteen (15) unpaid leave days to attend regional or national meetings. No more than two (2) members attending at one time.
- 5.12 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.
- 5.13 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.
- 5.14 Employees who work in the evening may, with the 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 worksite is necessary due to a school function. Time excused will be made up by the employee, as arranged by the building principal.
- 5.15 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.
- 6.02 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.
- 6.03 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, or the Union fails to attend a meeting scheduled by the Employer and does not cancel/reschedule, the grievance shall proceed to the next step of the grievance procedure.

E. The number of days indicated at each step is 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 fifteen (15) 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) work 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) work days after the informal conference. The grievance will then proceed directly to Step One.

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 Superintendent 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 Superintendent upon receipt and a copy will be given to the Union.

C. A meeting shall be held between the Superintendent, the grievant and, his/her Union Steward within five (5) workdays of the filing of the written grievance.

D. The Superintendent shall give his/her answer in writing within five (5) workdays of the grievance hearing.

7.04 **Step Two – Arbitration**

- A. If the Union is not satisfied with the disposition at Step One 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 service, and the other party shall not be entitled to receive a copy of the transcript unless the party is willing to pay fifty percent (50%) of the cost of the court reporter.

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 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, nor reduce the number of employees or hours they work.
- 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 20th 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 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 The employee's individual contract or salary notice tendered by the Employer 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 their current step.
- 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 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, provided the employee exercising bumping rights is able to perform the minimum requirements of the position being bumped. The effective day for the bump is no more than five (5) working days after the employee has notified the employer of their desire to bump. The employee bumping shall be paid on the rate schedule of the classification bumped, at their current step.
- 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 sixty (60) 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 The Employer shall determine and post all job openings or vacancies for period of five (5) working days on the District Website and in each building and work location. The Employer will make every effort to post jobs within two (2) work days of determining the need for such opening, and while school is in session.
- 16.02 When it is necessary to post jobs during extended breaks when school is not in session, or during the summer months of June and July, the Employer shall post such jobs for ten (10) working days, and shall also notify those employees who have requested summer notification. Such notification will be made by e-mail unless requested otherwise. Employees requesting notification shall be in writing and turned into the district office prior to the last day of school.
- 16.03 Posted jobs are intended to be awarded within ten (10) working 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.
- 16.04 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 areas to be driven; the school(s) of destination and departure; and the approximate length of time for the route.
- 16.05 For purpose of pay, the following job classifications apply:
 - A. Educational Assistants 1:
 - 1. For Student Monitoring (Recess, Study Hall, Lunch Duty)
 - 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

- 16.06 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.
- 16.07 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 requirements shall be awarded the position.
- 16.08 If no employee is selected to fill the position, the Employer may hire an outside applicant.

- 16.09 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 with their current step applied to the new rate.
- 16.10 An employee who bids into a new or vacant position shall have the right to return to her/his previously held position within ten (10) working days.
- 16.11 All employees transferred or promoted will be required to serve a probationary period for sixty (60) work days with at least forty five (45) of those days occurring while school is in session.
- 16.12 The Employer shall have the right, during the employee's probationary period, to bring the employee in for progress evaluations for the purpose of informing the employee of their progress and define areas of improvement needed.
- 16.13 During such period, if the employee demonstrates an inability or unwillingness to perform the job duties and responsibilities, the Employer may remove the employee and return them to their former position.

ARTICLE 17 - TEMPORARY TRANSFERS

- 17.01 A temporary transfer shall occur when a position with more hours and/or higher pay is temporarily vacated for five (5) days or more.
- 17.02 Temporary time shall be posted and then offered based on seniority. However, priority will be given to those employees within the same job classification.
- 17.03 An employee who temporarily transfers into a lower rated job shall retain their former rate of pay for the period of the temporary transfer. An employee who takes a temporary transfer to a higher rated job shall have their current step of pay applied to the higher paying job. There shall be no reduction in pay as a result of a temporary transfer.
- 17.04 Temporary Transfers shall not apply to Supervisor's positions, and shall not exceed ninety (90) workdays unless the Union and the Employer have specifically agreed to a longer amount of time for any individual transfer.
- 17.05 Cook/Cashiers that temporarily move into a Building Cook position for one (1) day or more shall have their current pay step applied to the Building Cook pay.

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. The Employer may determine the initial step for a new employee(s), but shall not exceed step 5 on the pay scale.
- 18.02 There are no “step” advancements during the term of this agreement. Salaries (hourly rates) during the term of this agreement are based upon the employee’s step as of the 2011/2012 school year.
- 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 equal to or greater than the 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, 2015, 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 Beginning with the 2012/2013 school year, the Building Cook salary index will increase \$.70 each year during the term of this contract.
- 18.06 Upon execution of this agreement, the Employer shall pay a two-percent (2%) bonus to all current Employees under this agreement, which is to be calculated upon their last years’ base salary (2011/2012). This one-time payment shall be included in the first pay following the execution of this agreement.

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 work week.
 - (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 outside their classification if the extra hours would create an overtime payment to the employee. If an employee creates an overtime payment, he/she will be warned. Repeated occurrences may be cause for removal from the extra time list.
 - (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 substitute rate plus one-dollar (\$1.00), effective upon execution of this agreement.
- 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 (1½) 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, and damage to a building, or other calamity.
- 19.08 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.
- 19.09 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.
- 19.10 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 fall 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 preceding 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.
- 20.06 All twelve (12) month employees shall receive five (5) non-paid floater days during each contract year beginning July 1, 2013. Such days shall only be used when school is not in session. Employees must give their supervisor two (2) days advance notice of using a floater day, and shall document the day used on an absence form and turned into the district office.

ARTICLE 21 - VACATION

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

| Years of Employment | Vacation Earned |
|---------------------|-----------------|
| 0-10 | 10days |
| 11-14 | 15days |
| 15-19 | 18days |
| 20-24 | 20days |
| 25+ | 22days |

- 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 (2) 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 \$250.00 or have the option to transfer the three (3) 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 \$100.00 or have the option to transfer the two (2) remaining 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 248 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 or 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 the employee's 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. The application must be approved by the Superintendent and Union President, or designee before receiving sick leave donation days.
- 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 (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 Any 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 the leave is to begin, the date the 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 case 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 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
MAJOR MEDICAL INSURANCE**

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 more than twenty (20) or more hours per week, who make proper application for and are eligible according to the insurance carrier's eligibility underwriting requirements.

- A. The Board of Education of the Highland Local Schools agrees to pay 90% of the first \$650.00 per month of the premium for family coverage and 90% of the first \$250.00 per month of premium for individual coverage.
- B. Premiums in excess of the \$650.00 family and \$250.00 individual will be paid 50% by the Board.

Current Plan Structure:

Beginning January 1, 2007, the Insurance Committee agreed to change the health insurance plan structure to a Health Reimbursement Account (HRA). With this type of plan, the co-insurance amounts continue to stay in place, and a higher deductible amount is shared in part by the Employer.

C. Current Deductible

| | Single Plan Coverage | Family Plan Coverage |
|----------------|----------------------|----------------------|
| In-Network | \$3,000.00 | \$6,000.00 |
| Out-of-Network | \$6,000.00 | \$12,000.00 |

D. Current Out-of-Pocket Maximum

| | Single Plan Coverage | Family Plan Coverage |
|----------------|----------------------|----------------------|
| In-Network | \$3,000.00 | \$6,000.00 |
| Out-of-Network | \$6,000.00 | \$12,000.00 |

- E. The Board of Education has agreed to limit the in-network deductible and out-of-pocket maximum expenses to \$1,500.00 for single coverage, and \$3,000.00 for family coverage. Reimbursement of expenses over the \$1,500.00/\$3,000.00 Board set limit, up to the plan, shall be made by the district to employees based on the insurance carrier's quarter end reports. However, this is contingent upon the employee completing the required release of information form required by the carrier.
- F. Employees new to the district will be covered, subject to the approval of the carrier, in their first full month of employment.
- G. The employee's share of the basic insurance package will be deducted from 24 paychecks. The third pay in any month would not have a basic insurance deduction.
- H. Current employees must take advantage of the "open window", or to be accepted by the carrier at a time other than the window.
- I. Insurance Committee
The Board and the Union agree to establish an ongoing insurance committee to review all aspects of the current health insurance coverage.
1. The committee will be comprised of:
 - a. Three (3) representatives of the HEA (to be appointed by the HEA);
 - b. Three (3) representatives of the classified staff bargaining unit, selected according to that unit's collective bargaining agreement;
 - c. Four (4) representatives of the Board.
 2. 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 benefits, including co-pays, deductibles and benefit levels in order to control premiums costs, while providing appropriate coverage to employees.
 - d. Agree on possible modifications to the health insurance plan, and communicate any such changes to the president of the Union prior to the last day in November. If plan coverage changes are recommended, then the Union president will be given a copy of proposed new policies and

employee premiums for both the new plan and to continue the current plan coverage.

- e. Any modifications to the insurance plan shall be subject to ratification by the Board and the Union prior to implementation.
- f. If the Union fails to ratify changes to the insurance plan within fifteen (15) days prior to the renewal date, and if all previous deadlines have been met by the Board, the current plan in existence will continue for its bargaining unit. If two separate health insurance plans need to be offered as a result, the Board's calculated share of the premium will be the lesser of the two separate plans.
- g. During the term of this Agreement, any change in carrier or policy will result in similar or better coverage.

ARTICLE 33 - DENTAL INSURANCE

- 33.01 The Employer shall provide a dental insurance plan available to full-time and regular part-time employees who work twenty (20) or more hours per week for classified employees who make proper application for and are eligible according to the insurance carrier's eligibility and underwriting requirements.
- 33.02 The Board will pay ninety percent (90%) of the premium.
- 33.03 The employee's share of the basic dental insurance premium will be deducted from twenty-four (24) pay checks per year. The third pay in any month would not have a deduction.

ARTICLE 34 - TERM LIFE INSURANCE

- 34.01 The Employer provides all bargaining unit employees a \$20,000 life insurance policy. The premium for this policy is paid by the Board of Education. The application for such policy shall be provided to each eligible employee on the date of hire.
- 34.02 The Board further agrees to maintain the option of providing additional life insurance coverage, for which coverage the employee shall bear the full cost.

ARTICLE 35 - IN-SERVICE TRAINING

- 35.01 Employees may request permission to attend in-service training sessions in writing. The Superintendent may approve such request(s), provided that such training will potentially improve the employee's ability to perform his/her work. Fees, mandatory materials and mileage (at the approved Employer rate) for training shall be paid by the Employer. Travel time and other expenses, which may be incurred, are not reimbursable. Employees shall receive his/her hourly pay for all hours in attendance at such training. The Superintendent shall not refuse a request to attend training that is required by law or Employer policy.

ARTICLE 36 - DISCIPLINE AND DISCHARGE

- 36.01 No employee shall be disciplined or discharged except for just cause. The Employer shall inform an employee of his/her right to Union representation at any conference or discussion that may lead to or involve potential disciplinary action. If the Employer concludes that the employee represents an immediate danger to persons or property, the Employer may place the employee on a paid suspension pending the conference to determine disciplinary action. In all cases, other than the aforementioned, the employee shall have the right to consult with his/her Union steward before he/she is required to leave the workplace.
- 36.02 All disciplinary warnings or suspensions of less than five (5) days shall not be considered for future disciplinary action after two (2) years from the date of latest incident, provided the employee has had no further disciplinary action in the interim.
- 36.03 All disciplinary suspensions of five (5) days or more shall not be considered for future disciplinary action after three (3) years from the date of latest incident, provided the employee had no further disciplinary action in the interim.

ARTICLE 37 - SERS CONTRIBUTIONS

- 37.01 The Employer shall contribute its required share to the School Employees' Retirement System (SERS). The Employer shall deduct each employees required share of the contribution from their gross pay before the calculation of any applicable taxes. The employer shall then remit the employee's share to SERS. This provision shall apply to all bargaining unit employees.

ARTICLE 38 - SEVERANCE PAY

- 38.01 Severance pay shall be based on twenty-five percent (25%) of the accumulated sick leave at the end of the employee's contract.
- 38.02 The rate of payment shall be the per-day-pay for the last fiscal year during which the employee works. The daily rate will be determined by multiplying the employee's hourly wage by the number of hours he/she was scheduled to work on a daily basis at the time of retirement.
- 38.03 Severance pay shall be paid an employee only one time, and shall exhaust all accumulated sick leave.
- 38.04 Severance pay shall not be paid until the Treasurer receives official notification from the retirement system that the employee has retired.
- 38.05 An employee may defer payment to the next calendar year, provided such request is made in writing to the Treasurer of the Employer.

ARTICLE 39 - ASSOCIATION FEES/LICENSE FEES

- 39.01 Licensure, Permits and Background checks required by law, or required by the employer, will be paid by the employer.
- 39.02 Bus drivers shall be reimbursed only the endorsement portion required for their Commercial Driver's License.

ARTICLE 40 - PAYROLL

- 40.01 All employees pay shall be calculated and paid in twenty-six (26) equal payments. The parties recognize that, by operation of the calendar, a three week interval between pays will occur every several years in order to avoid the necessity of a twenty-seventh (27th) pay. The Treasurer will give the Union President at least sixty (60) calendar days advance written notice of when this will occur.
- 40.02 If a pay date falls on a holiday, employees will be paid on the workday immediately preceding the holiday. If schools are closed on a pay date due to a calamity day or other extraordinary circumstances, the payday shall occur on the next workday that the schools are in session.
- 40.03 Each paycheck shall also contain payment for all hours worked and turned into the Treasurer's Office in excess of the regularly scheduled hours during the preceding pay period. Such payment shall include applicable overtime premiums.

ARTICLE 41 - NO STRIKE/NO LOCKOUT

- 41.01 For the duration of this Agreement (with the exception of specified re-openers, if any), the Union and its members will not strike, nor will the Employer lockout any or all of its employees.

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.

- 42.04 Any interested member of the Board of Education or member of the bargaining unit may attend these meetings as observers.

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 eight dollars and thirty two Cents (\$8.32), plus any applicable overtime. The trip rate shall increase July 1, 2013 to eight dollars and forty cents (\$8.40), and also increase July 1, 2014 to eight dollars and fifty cents (\$8.50).
- 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 all drivers. During this Agreement, these meetings shall occur on:

The first Tuesday in August, 8:00 a.m.
The second Tuesday in November, 9:30 a.m.
The second Tuesday in March, 9:30 a.m.

Trip meeting shall follow these regular scheduled meetings, which is optional for drivers to attend.

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 most senior driver at the meeting 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.
- 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 most senior driver shall be at the top of the list. The list shall proceed in order of seniority, with the least senior driver 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 two (2) full days' notice), it shall be offered to the next available person whose name is on the short notice rotation list.
- 43.09 If a trip is over one hundred fifty (150) miles one-way from the Highland Bus garage, the trip may be chartered. The Transportation Supervisor shall notify the Union President when a chartered trip is planned. Details of the trip including miles and the charter company shall be provided to the Union President three (3) days prior to the trip.
- 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.
- 43.13 Drivers taking field trips understand they are required to stay at the event and leave the bus at the trip destination. Should the driver wish to leave the event, they must notify and be granted permission from the Transportation Supervisor.
- B. Regular Bus Routes
- 43.14 When driving time becomes available during the day as a result of the absence of the regularly scheduled driver for “non” morning and afternoon routes, such as shuttle runs, pre-school routes, mail runs, etc., then this time shall be offered to the most senior driver first who has time available.
- 43.15 When a regular driver is absent or is reasonably expected to be absent for a period of two (2) months or more, then the most senior driver shall be given the opportunity to temporarily take over the absent driver’s route. 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.
- 43.16 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.
- 43.17 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.
- 43.18 Drivers on routes designated as primarily for the transportation of special needs students shall be assisted by an aide.
- 43.19 The Employer will decide where buses are to be stored.
- 43.20 The Employer shall notify the driver if a video camera is in operation on their bus.

- 43.21 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.
- 43.22 Drivers and aides 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.
- 43.23 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.
- 43.24 Drivers will be provided with emergency information for each of their regular route students.
- 43.25 For payroll purposes, cut off time to turn in extra hours worked for a pay period will end at 8:00 a.m. on Monday.
- 43.26 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.
- 43.27 When a driver is permitted to keep their bus at their home, they shall receive a yearly reimbursement of ninety dollars (\$90) to plug in diesel busses.

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

- 43.28 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 emergency.- The Mechanic(s) and Mechanic's Helper(s) shall each have a current Commercial Driver's License and at all times be legally eligible to transport students. This endorsement shall be completed prior to July 1, 2013.

D. Bus Aides

- 43.29 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.
- 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 Should the Employer agree to hire part-time summertime custodians during the summer break, 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 4th 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.)
- 45.05 When there is a school or community event using the Employer's property, the Employer shall determine the number of needed custodians on duty.
- 45.06 The employer shall post, by the first (1st) 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.

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 or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
- 46.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 47 - DURATION

- 47.01 This Agreement shall become effective upon execution, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, June 30, 2015.

ARTICLE 48 - EXECUTION

48.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this January 24, 2013.

FOR THE UNION:

Bonnie E. Keen
Ruth H. Daugherty,
Chris Carson,
Vicki Dunaway

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]
Hobby D. Belcher
[Signature]
William DeLoe
[Signature]

Appendix - A
District Seniority

| | Date of Hire | SSN Last 4 | Last Name | First Name | Classification |
|-----------|-----------------|---------------|------------|------------|----------------------------------|
| 1 | 8/22/1978 | 5551 | McClure | Denise | Bus Driver – E.A. 1 |
| 2 | 8/25/1981 | 4601 | Rank | David | Bus Driver |
| 3 | 11/23/1982 | 1918 | Longstreth | Elaine | Building Custodian |
| 4 | 9/27/1983 | 5387 | Arbaugh | Christy | Bus Driver - Cook/Cashier |
| 5 | 8/28/1984 | 8795 | Goare | Linda | Building Cook |
| 6 | 7/14/1987 | 0828 | Shrader | Sandra | Bus Driver |
| 7 | 9/13/1988 | 8470 | Martin | Sandra | Building Custodian |
| 8 | 10/10/1989 | 2090 | Lewis | Debora | Bus Driver |
| 9 | 4/10/1990 | 3666 | Higgins | Debora | Secretary |
| 10 | 10/9/1990 | 3418 | Wilson | Pamela | Building Custodian |
| 11 | 11/13/1990 | 8555 | Beckel | Connie | Secretary |
| 12 | 11/13/1990 | 6776 | Stryker | Julie | EA 2 - Student Learning |
| 13 | 9/14/1992 | 3736 | Berkeley | Debra | Building Custodian |
| 14 | 11/15/1993 | 4550 | Shaffer | Garry | Bus Driver |
| 15 | 1/10/1994 | 3343 | Zeger | Elizabeth | EA 2 - Student Learning |
| 16 | 9/12/1994 | 7012 | Casteel | Debra | Building Cook |
| 17 | 9/12/1994 | 1599 | Sears | Debora | Secretary |
| 18 | 1/9/1995 | 4806 | Stillwell | Denise | Secretary |
| 19 | 9/11/1995 | 3389 | Erb | Jill | Bus Driver |
| 20 | 9/11/1995 | 0276 | Daugherty | Ruth | Bus Driver – E.A. 1 |
| 21 | 9/18/1995 | 6446 | Altizer | Lisette | EA 2 |
| 22 | 8/8/1996 | 2285 | Franks | Joyce | Bus Driver |
| 23 | 12/21/1996 | 8113 | Walker | Tamala | EA 3 - with 4 yr Degree |
| 24 | 6/9/1997 | 1526 | Freeman | Sharon | Secretary |
| 25 | 10/13/1997 | 6757 | Messmer | Hope | Library Aide |
| 26 | 10/13/1997 | 0615 | Fifer | Terry | EA 2 - Student Learning |
| 27 | 1/12/1998 | 3958 | Van Dyke | Holly | Ass't. Custodian |
| 28 | 9/14/1998 | 9386 | Nauman | Melanie | EA 2 - Library |
| 29 | 9/14/1998 | 1508 | Wickware | Wilma | EA 1 - Bus Aide |
| 30 | 9/14/1998 | 1330 | Collins | Douglas | Assistant Custodian |
| 31 | 9/14/1998 | 1056 | Collins | Andrew | Assistant Custodian |
| 32 | 9/7/1999 | 8591 | Huls | Barbara | Cook/Cashier |
| 33 | 9/7/1999 | 7751 | Stooksbury | Lisa | EA 2 - Student Learning |
| 34 | 9/7/1999 | 6377 | Walter | Linda | EA 2 - Student Learning |
| 35 | 4/10/2000 | 5406 | Coffee | Ella | Bus Driver |
| 36 | 9/11/2000 | 8292 | Bowers | Jill | Cook/Cashier |
| 37 | 10/9/2000 | 8667 | Dunaway | Vicki | Cook/Cashier |
| 38 | 10/9/2000 | 1272 | Coyan | Penny | Building Cook |
| 39 | 11/13/2000 | 2506 | Hammond | Shelley | Assistant Custodian |
| 40 | 9/18/2001 | 8102 | Igo | Ralph | Bus Mechanic |

| | | | | | |
|----|------------|------|----------------|-----------|--|
| 41 | 9/18/2001 | 5766 | Dailey | Cecil | Skilled Maintenance |
| 42 | 9/18/2001 | 0436 | Keen | Bonnie | Bus Driver |
| 43 | 10/9/2001 | 8051 | Stewart | Robin | EA 2 - Student Learning |
| 44 | 4/11/2002 | 9091 | Weaver | Diana | EA 2 - Student Learning |
| 45 | 11/14/2002 | 9156 | Cochran | Mary | EA 2 - Student Learning |
| 46 | 3/11/2003 | 5087 | Stepp | Toni | Bus Driver |
| 47 | 8/12/2003 | 2600 | Stambaugh | Lori | EA 2 - Student Learning |
| 48 | 1/19/2004 | 1623 | Boham | Christine | Bus Driver |
| 49 | 9/20/2004 | 6135 | Guy | Sara | Building Cook |
| 50 | 9/14/2005 | 7849 | Brant | Michele | Bus Driver |
| 51 | 9/14/2005 | 1800 | Casteel | Linda | EA 2 - Student Learning |
| 52 | 4/24/2006 | 3104 | Adams | Jill | EA 2 - Student Learning |
| 53 | 10/12/2006 | 0997 | Knight | Dianne | EA 2 - Student Learning |
| 54 | 11/8/2006 | 5806 | Napper | Barbara | EA 2 - Student Learning |
| 55 | 3/8/2007 | 3775 | Beckel | Sandy | Mechanic Helper |
| 56 | 4/12/2007 | 9917 | Zeger | Martin | Groundskeeper |
| 57 | 6/14/2007 | 3486 | Taylor | Wendy | Assistant Custodian |
| 58 | 8/16/2007 | 3723 | Alexander-Park | Kimberly | Cook/Cashier |
| 59 | 10/11/2007 | 6134 | Henderson | Melinda | EA 2 - Student Learning |
| 60 | 10/11/2007 | 5449 | Carson | Christien | Bus Driver |
| 61 | 10/11/2007 | 1336 | Bond | Angela | EA 1 - Bus Aide |
| 62 | 2/21/2008 | 3434 | Stuckman | Lyndsey | Cook/Cashier |
| 63 | 2/21/2008 | 0361 | Dixon | Christine | Cook/Cashier |
| 64 | 4/17/2008 | 3459 | Robertson | Sandra | EA 2 - Student Learning |
| 65 | 2/18/2009 | 9535 | Metzger | Sandra | EA 2 - Student Learning |
| 66 | 9/9/2009 | 5189 | Blanton | Karen | Cook/Cashier |
| 67 | 9/7/2010 | 4789 | Dodds | Susan | EA 2 - Student Learning |
| 68 | 9/8/2010 | 3342 | Emmons | Carla | Assistant Custodian |
| 69 | 10/1/2010 | 8552 | Horn | Gina | Cook/Cashier - Ass't. Custodian |
| 70 | 1/17/2011 | 9265 | Hicks | Dawn | E.A. 1 - Monitor |
| 71 | 1/17/2011 | 0829 | Chase | Diana | Bus Driver |
| 72 | 2/7/2011 | 0041 | Walker | Lawrence | Bus Driver |
| 73 | 4/4/2011 | 0399 | Rife | Kathryn | E.A. 1 - Monitor |
| 74 | 9/12/2011 | 1037 | Peck | Cheyenne | E.A. 2 - Student Learning |
| 75 | 10/10/2011 | 7504 | Disbennett | Kenneth | Bus Driver |
| 76 | 10/13/2011 | 7274 | Scaffidi | Christine | Bus Driver |
| 77 | 11/30/2011 | 7481 | Weaver | Kristin | E.A. 2 |
| 78 | 2/27/2012 | 9953 | Hull | Michelle | E.A. 2 - Student Learning |
| 79 | 3/26/2012 | 4696 | Keller | Jody | Bus Driver |
| 80 | 5/8/2012 | 4027 | Dailey | Ronnie | Assistant Custodian |
| 81 | 8/24/2012 | 8619 | Coffee | Charles | Bus Driver |
| 82 | 12/3/2012 | 7215 | Adkins | Enoch | Bus Driver |
| 83 | 1/3/2013 | 7454 | McGuirk | Melissa | Cook/Cashier |
| 84 | 1/14/2013 | 2578 | Hendrickson | Jerry | Assistant Custodian |

APPENDIX B

Highland Local School District

Classified Personal Leave Form

Revised 5/07/09

All personal leave by Classified Personnel of the Highland Local School District is subject to the following guidelines:

1. Each employee is entitled to three (3) days per school year of personal leave which may be used in increments of half days.
2. These days are to be used for personal business.
3. Request for these days shall be in writing on the form provided.
4. Requests shall be presented to the building principal at least three (3) days in advance, except in the event of an emergency.
5. The day(s) shall not be used for gainful employment in some other capacity.
6. There is no accumulation of personal days from year to year.
7. Personal days may be used consecutively.
8. Personal leave may not be used to extend holidays or vacation.
9. No more than two (2) personal leave days may be taken during the last nine weeks grading period, except in cases approved by the Superintendent.

I, _____, am requesting to be absent from my
(Name of Employee)

position on the following day(s):

(date(s) requested)

Signature of Employee: _____ Date: _____

Building Principal's Signature: _____ Date: _____

Superintendent's Signature: _____ Date: _____

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 (See 18.04)

Effective July 1, 2012 (2012/2013) a base wage increase of 2.0%.
(upon execution, salaries are to be re-calculated and paid out over
the remainder of the employee's contract for 2012/2013)

Effective July 1, 2013 (2013/2014) a base wage increase of 1.5%.

Effective July 1, 2014 (2014/2015) a base wage increase of 1.5%.

APPENDIX C

Classified Wage Schedule
2012/2013

2.00%

| STEP | EA 1 \$/hr | EA 2 \$/hr | EA 3 \$/hr | Bldg Cook \$/hr | Cook / Cashier \$/hr | Bldg Custodian \$/hr | Custodian \$/hr | Bus Drivers \$/hr | Bus Mechanic \$/hr | Mechanic Helper \$/hr | Secretarial \$/hr |
|------|---------------|---------------|---------------|-----------------------|----------------------------|----------------------------|--------------------|----------------------|--------------------------|-----------------------------|----------------------|
| 0 | \$ 10.21 | \$ 10.26 | \$ 13.70 | \$ 12.86 | \$ 10.41 | \$ 15.94 | \$ 12.01 | \$ 15.45 | \$ 18.39 | \$ 13.35 | \$ 12.46 |
| 1 | \$ 10.46 | \$ 10.51 | \$ 13.95 | \$ 13.11 | \$ 10.66 | \$ 16.19 | \$ 12.26 | \$ 15.70 | \$ 18.64 | \$ 13.60 | \$ 12.71 |
| 2 | \$ 10.71 | \$ 10.76 | \$ 14.20 | \$ 13.36 | \$ 10.91 | \$ 16.44 | \$ 12.51 | \$ 15.94 | \$ 18.88 | \$ 13.85 | \$ 12.96 |
| 3 | \$ 10.96 | \$ 11.01 | \$ 14.45 | \$ 13.61 | \$ 11.16 | \$ 16.69 | \$ 12.76 | \$ 16.19 | \$ 19.13 | \$ 14.10 | \$ 13.20 |
| 4 | \$ 11.21 | \$ 11.26 | \$ 14.70 | \$ 13.85 | \$ 11.41 | \$ 16.94 | \$ 13.00 | \$ 16.44 | \$ 19.38 | \$ 14.35 | \$ 13.45 |
| 5 | \$ 11.46 | \$ 11.51 | \$ 14.95 | \$ 14.10 | \$ 11.66 | \$ 17.19 | \$ 13.25 | \$ 16.69 | \$ 19.63 | \$ 14.60 | \$ 13.70 |
| 6 | \$ 11.71 | \$ 11.76 | \$ 15.20 | \$ 14.35 | \$ 11.91 | \$ 17.44 | \$ 13.50 | \$ 16.94 | \$ 19.88 | \$ 14.85 | \$ 13.95 |
| 7 | \$ 11.96 | \$ 12.01 | \$ 15.45 | \$ 14.60 | \$ 12.16 | \$ 17.69 | \$ 13.75 | \$ 17.19 | \$ 20.13 | \$ 15.10 | \$ 14.20 |
| 8 | \$ 12.21 | \$ 12.26 | \$ 15.70 | \$ 14.85 | \$ 12.41 | \$ 17.94 | \$ 14.00 | \$ 17.44 | \$ 20.38 | \$ 15.35 | \$ 14.45 |
| 9 | \$ 12.46 | \$ 12.51 | \$ 15.94 | \$ 15.10 | \$ 12.66 | \$ 18.19 | \$ 14.25 | \$ 17.69 | \$ 20.63 | \$ 15.60 | \$ 14.70 |
| 10 | \$ 12.71 | \$ 12.76 | \$ 16.19 | \$ 15.35 | \$ 12.91 | \$ 18.44 | \$ 14.50 | \$ 17.94 | \$ 20.88 | \$ 15.84 | \$ 14.95 |
| 15 | \$ 12.96 | \$ 13.00 | \$ 16.44 | \$ 15.60 | \$ 13.15 | \$ 18.69 | \$ 14.75 | \$ 18.19 | \$ 21.13 | \$ 16.09 | \$ 15.20 |
| 20 | \$ 13.20 | \$ 13.25 | \$ 16.69 | \$ 15.85 | \$ 13.40 | \$ 18.93 | \$ 15.00 | \$ 18.44 | \$ 21.38 | \$ 16.34 | \$ 15.45 |
| 25 | \$ 13.45 | \$ 13.50 | \$ 16.94 | \$ 16.10 | \$ 13.65 | \$ 19.18 | \$ 15.25 | \$ 18.69 | \$ 21.62 | \$ 16.59 | \$ 15.70 |
| 27 | \$ 13.70 | \$ 13.75 | \$ 17.19 | \$ 16.35 | \$ 13.90 | \$ 19.43 | \$ 15.50 | \$ 18.93 | \$ 21.87 | \$ 16.84 | \$ 15.94 |

APPENDIX C

Classified Wage Schedule
2014/2015

| STEP | 1.50% | | | | | | | | | | | |
|------|---------------|---------------|---------------|-----------------------|----------------------------|----------------------------|--------------------|----------------------|--------------------------|-----------------------------|----------------------|--|
| | EA 1 \$/hr | EA 2 \$/hr | EA 3 \$/hr | Bldg Cook \$/hr | Cook / Cashier \$/hr | Bldg Custodian \$/hr | Custodian \$/hr | Bus Drivers \$/hr | Bus Mechanic \$/hr | Mechanic Helper \$/hr | Secretarial \$/hr | |
| 0 | \$ 10.52 | \$ 10.57 | \$ 14.12 | \$ 14.63 | \$ 10.73 | \$ 16.43 | \$ 12.37 | \$ 15.91 | \$ 18.94 | \$ 13.76 | \$ 12.83 | |
| 1 | \$ 10.78 | \$ 10.83 | \$ 14.37 | \$ 14.88 | \$ 10.99 | \$ 16.68 | \$ 12.63 | \$ 16.17 | \$ 19.20 | \$ 14.01 | \$ 13.09 | |
| 2 | \$ 11.04 | \$ 11.09 | \$ 14.63 | \$ 15.14 | \$ 11.24 | \$ 16.94 | \$ 12.88 | \$ 16.43 | \$ 19.46 | \$ 14.27 | \$ 13.35 | |
| 3 | \$ 11.29 | \$ 11.34 | \$ 14.89 | \$ 15.40 | \$ 11.50 | \$ 17.20 | \$ 13.14 | \$ 16.68 | \$ 19.71 | \$ 14.53 | \$ 13.60 | |
| 4 | \$ 11.55 | \$ 11.60 | \$ 15.14 | \$ 15.65 | \$ 11.76 | \$ 17.45 | \$ 13.40 | \$ 16.94 | \$ 19.97 | \$ 14.78 | \$ 13.86 | |
| 5 | \$ 11.81 | \$ 11.86 | \$ 15.40 | \$ 15.91 | \$ 12.01 | \$ 17.71 | \$ 13.65 | \$ 17.20 | \$ 20.23 | \$ 15.04 | \$ 14.12 | |
| 6 | \$ 12.06 | \$ 12.11 | \$ 15.66 | \$ 16.17 | \$ 12.27 | \$ 17.97 | \$ 13.91 | \$ 17.45 | \$ 20.48 | \$ 15.30 | \$ 14.37 | |
| 7 | \$ 12.32 | \$ 12.37 | \$ 15.91 | \$ 16.42 | \$ 12.53 | \$ 18.22 | \$ 14.17 | \$ 17.71 | \$ 20.74 | \$ 15.55 | \$ 14.63 | |
| 8 | \$ 12.58 | \$ 12.63 | \$ 16.17 | \$ 16.68 | \$ 12.78 | \$ 18.48 | \$ 14.42 | \$ 17.97 | \$ 21.00 | \$ 15.81 | \$ 14.89 | |
| 9 | \$ 12.83 | \$ 12.88 | \$ 16.43 | \$ 16.94 | \$ 13.04 | \$ 18.74 | \$ 14.68 | \$ 18.22 | \$ 21.25 | \$ 16.07 | \$ 15.14 | |
| 10 | \$ 13.09 | \$ 13.14 | \$ 16.68 | \$ 17.19 | \$ 13.30 | \$ 18.99 | \$ 14.94 | \$ 18.48 | \$ 21.51 | \$ 16.32 | \$ 15.40 | |
| 15 | \$ 13.35 | \$ 13.40 | \$ 16.94 | \$ 17.45 | \$ 13.55 | \$ 19.25 | \$ 15.19 | \$ 18.74 | \$ 21.77 | \$ 16.58 | \$ 15.66 | |
| 20 | \$ 13.60 | \$ 13.65 | \$ 17.20 | \$ 17.71 | \$ 13.81 | \$ 19.51 | \$ 15.45 | \$ 18.99 | \$ 22.02 | \$ 16.84 | \$ 15.91 | |
| 25 | \$ 13.86 | \$ 13.91 | \$ 17.45 | \$ 17.96 | \$ 14.07 | \$ 19.76 | \$ 15.71 | \$ 19.25 | \$ 22.28 | \$ 17.09 | \$ 16.17 | |
| 27 | \$ 14.12 | \$ 14.17 | \$ 17.71 | \$ 18.22 | \$ 14.32 | \$ 20.02 | \$ 15.96 | \$ 19.51 | \$ 22.54 | \$ 17.35 | \$ 16.43 | |

APPENDIX C

Classified Wage Schedule
2013/2014

| STEP | 1.50% | | | | | | | | | | |
|------|---------------|---------------|---------------|-----------------------|----------------------------|----------------------------|--------------------|----------------------|--------------------------|-----------------------------|----------------------|
| | EA 1 \$/hr | EA 2 \$/hr | EA 3 \$/hr | Bldg Cook \$/hr | Cook / Cashier \$/hr | Bldg Custodian \$/hr | Custodian \$/hr | Bus Drivers \$/hr | Bus Mechanic \$/hr | Mechanic Helper \$/hr | Secretarial \$/hr |
| 0 | \$ 10.37 | \$ 10.42 | \$ 13.91 | \$ 13.74 | \$ 10.57 | \$ 16.18 | \$ 12.19 | \$ 15.68 | \$ 18.66 | \$ 13.55 | \$ 12.64 |
| 1 | \$ 10.62 | \$ 10.67 | \$ 14.16 | \$ 13.99 | \$ 10.82 | \$ 16.44 | \$ 12.44 | \$ 15.93 | \$ 18.91 | \$ 13.81 | \$ 12.90 |
| 2 | \$ 10.87 | \$ 10.92 | \$ 14.41 | \$ 14.25 | \$ 11.08 | \$ 16.69 | \$ 12.69 | \$ 16.18 | \$ 19.17 | \$ 14.06 | \$ 13.15 |
| 3 | \$ 11.13 | \$ 11.18 | \$ 14.67 | \$ 14.50 | \$ 11.33 | \$ 16.94 | \$ 12.95 | \$ 16.44 | \$ 19.42 | \$ 14.31 | \$ 13.40 |
| 4 | \$ 11.38 | \$ 11.43 | \$ 14.92 | \$ 14.75 | \$ 11.58 | \$ 17.20 | \$ 13.20 | \$ 16.69 | \$ 19.67 | \$ 14.57 | \$ 13.66 |
| 5 | \$ 11.63 | \$ 11.68 | \$ 15.17 | \$ 15.00 | \$ 11.83 | \$ 17.45 | \$ 13.45 | \$ 16.94 | \$ 19.93 | \$ 14.82 | \$ 13.91 |
| 6 | \$ 11.88 | \$ 11.94 | \$ 15.43 | \$ 15.26 | \$ 12.09 | \$ 17.70 | \$ 13.71 | \$ 17.20 | \$ 20.18 | \$ 15.07 | \$ 14.16 |
| 7 | \$ 12.14 | \$ 12.19 | \$ 15.68 | \$ 15.51 | \$ 12.34 | \$ 17.95 | \$ 13.96 | \$ 17.45 | \$ 20.43 | \$ 15.32 | \$ 14.41 |
| 8 | \$ 12.39 | \$ 12.44 | \$ 15.93 | \$ 15.76 | \$ 12.59 | \$ 18.21 | \$ 14.21 | \$ 17.70 | \$ 20.68 | \$ 15.58 | \$ 14.67 |
| 9 | \$ 12.64 | \$ 12.69 | \$ 16.18 | \$ 16.02 | \$ 12.85 | \$ 18.46 | \$ 14.46 | \$ 17.95 | \$ 20.94 | \$ 15.83 | \$ 14.92 |
| 10 | \$ 12.90 | \$ 12.95 | \$ 16.44 | \$ 16.27 | \$ 13.10 | \$ 18.71 | \$ 14.72 | \$ 18.21 | \$ 21.19 | \$ 16.08 | \$ 15.17 |
| 15 | \$ 13.15 | \$ 13.20 | \$ 16.69 | \$ 16.52 | \$ 13.35 | \$ 18.97 | \$ 14.97 | \$ 18.46 | \$ 21.44 | \$ 16.34 | \$ 15.43 |
| 20 | \$ 13.40 | \$ 13.45 | \$ 16.94 | \$ 16.77 | \$ 13.60 | \$ 19.22 | \$ 15.22 | \$ 18.71 | \$ 21.70 | \$ 16.59 | \$ 15.68 |
| 25 | \$ 13.66 | \$ 13.71 | \$ 17.20 | \$ 17.03 | \$ 13.86 | \$ 19.47 | \$ 15.48 | \$ 18.97 | \$ 21.95 | \$ 16.84 | \$ 15.93 |
| 27 | \$ 13.91 | \$ 13.96 | \$ 17.45 | \$ 17.28 | \$ 14.11 | \$ 19.72 | \$ 15.73 | \$ 19.22 | \$ 22.20 | \$ 17.09 | \$ 16.18 |

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