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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE HUBER HEIGHTS CITY SCHOOLS
BOARD OF EDUCATION**

AND

**THE HUBER HEIGHTS EDUCATION ASSOCIATION/OEA/NEA
CLASSIFIED EMPLOYEES**

EFFECTIVE DATES: JULY 1, 2013 THROUGH JUNE 30, 2015



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ARTICLE 1.0 - RECOGNITION, RIGHTS AND RESPONSIBILITIES

SECTION 1.01 – RECOGNITION

Section 1.01.01 – The Association

The Huber Heights Board of Education, hereinafter referred to as the Board, recognizes the Huber Heights Education Association, an affiliate of the Ohio and National Education Association, hereinafter referred to as the Association, as the sole and exclusive representative for all bargaining unit members/positions as defined below:

Section 1.01.02 – All Full Time and part time Employees

- A. All full time and part time employees in the following classifications:
Clerical I, Clerical II, Interpreters, Technology Paraprofessionals,
Computer Technicians and Paraprofessionals.
- B. Paraprofessionals shall be sub categorized for recognition purposes only as Special Services Paraprofessionals, Regular Education Paraprofessionals, Library Paraprofessionals, Technology Paraprofessionals and Clinic Office Assistant Paraprofessionals, Interpreters, and Computer Technicians.
- C.
 - 1. Interpreters must possess ODE Certification/License.
 - 2. Computer Technicians must possess a Network + and A+ Hardware certification.
 - 3. Technology Paraprofessionals assigned after the ratification of this contract must successfully complete a skills test administered by the Human Resources Department prior to assignment to the technology paraprofessional position. The skills test shall be the single measure of an individual's qualifications for the technology paraprofessional position. The test used will be mutually developed by Administration and Association representatives.
 - 4. Any currently employed or RIFed Technology Paraprofessional shall not be subjected to taking the test.

Section 1.01.03 – Bargaining Unit Members

Bargaining Unit Members shall be referred to herein by the term, unit members.

SECTION 1.02 – MANAGEMENT RIGHTS

Section 1.02.01 – Board Rights

All Board of Education rights, powers, duties, discretion, authority and prerogatives are retained by and shall remain exclusively vested in the Board of Education, except as clearly and specifically limited by this Agreement, the laws of the State of Ohio, or any court of competent jurisdiction.

Section 1.02.02 – Board Rights

All rights, powers, duties or authorities not specially reduced to writing as a part of this Agreement are reserved solely at the discretion of the Board and the Administration.

SECTION 1.03 – NO STRIKE CLAUSE/NO LOCKOUT

Section 1.03.01 – No Strike

For the duration of this contract, the Association and its agents and members shall not engage in, sanction or approve any strike, slowdown or withholding of services.

Section 1.03.02 – No Lockout

The Board agrees that, during the life of this contract, there shall be no lockout of unit members covered hereunder.

SECTION 1.04 – LIAISON MEETING

Section 1.04.01 – Labor Management Meetings

At the request of the Association President or designee, the Superintendent or designees shall meet with a representative(s) of the Association monthly to discuss matters of concern to the Association.

SECTION 1.05 – UNIT MEMBER IN-SERVICE

Section 1.05.01 – Association Input for In-Service

Administrators, principals and unit members may submit requests for in-service programs per the liaison meeting process provided for herein. The Association President or designee will

review suggestions/requests and make a recommendation to the Superintendent or designee. The Superintendent or designee will take action on the recommendation as he/she deems to be in the best interest of the school district.

ARTICLE 2.0 – NEGOTIATIONS PROCEDURE

SECTION 2.01 – SUBMISSION OF ISSUES/BARGAINING PERIOD

Section 2.01.01 - Notice to Negotiate

No less than ninety (90) days prior to the expiration date of this Contract, or as otherwise agreed to between the parties, either party may begin the negotiations process by sending a Notice to Negotiate to the other party and SERB. At a mutually agreed upon meeting, each party will submit to the other its respective negotiations issues.

Section 2.01.02 - Negotiation Period

The negotiations period shall run until the expiration date of this Contract for successor contract bargaining and for ninety (90) days from receipt of the Notice to Negotiate for in-term bargaining.

SECTION 2.02 – EXCHANGE OF INFORMATION

Section 2.02.01 – Access to Information

The designated representatives of each party shall make available to each other, upon request, all routinely prepared public information pertinent to the issues being bargained.

SECTION 2.03 – AGREEMENT/IMPASSE

Section 2.03.01 – Tentative Agreement and Ratification

When a tentative agreement is reached on resolution of all the issues being bargained, the results will be reduced to writing. This written tentative agreement will then be submitted by the respective teams to their memberships for ratification or rejection. If ratified by both parties' memberships, the tentative agreement will become a binding agreement. If rejected by the membership of either party, the tentative agreement will be null and void, and the parties will be at impasse.

Section 2.03.02 – Impasse

If the parties are at impasse as a result of a rejected tentative agreement or if the parties have not reached agreement as of thirty days before the end of the bargaining period, whichever comes later, they will observe a period of impasse until they reach agreement or until thirty days have passed, whichever comes sooner.

Section 2.03.03 – Mediation and Dispute Settlement Procedure (MAD)

During the period of impasse, the parties will submit to mediation under the rules and direction of the Federal Mediation and Conciliation Service. This mediation shall serve as a mutually agreed to dispute resolution procedure, in place of the statutory dispute resolution procedure.

SECTION 2.03.04 - RE-OPENER PROVISIONS

If mutually agreed to by the parties, the Contract or any part thereof may be re-negotiated prior to the termination of the effective date of same. Negotiations shall begin within fifteen (15) days of the agreement to re-negotiate on those specific items mutually agreed to reopen.

SECTION 2.03.05 - ENTIRE AGREEMENT CLAUSE

This Contract shall represent the total understanding of the parties. The language in the Contract shall supersede language from previous contracts.

SECTION 2.04 – UNILATERAL IMPLEMENTATION/STRIKE

Section 2.04.01 – Implementation

Once the impasse period is complete and if there is no tentative agreement, the Board shall be free to unilaterally implement its last position at the bargaining table as authorized by law.

SECTION 2.05 – TERMS OF THE CONTRACT

Section 2.05.01 – Provisions Contrary to Law

If any provision of this Contract shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract.

Any section of the Contract found to be unlawful shall be re-negotiated by the parties. Negotiations on such a section only shall commence within fifteen (15) days of the determination that the provision is unlawful. Negotiations shall be in conformance with the procedure outlined in this document.

ARTICLE 3.0 – GRIEVANCE PROCEDURE

SECTION 3.01 – DEFINITIONS

Section 3.01.01 – Grievance Defined

A grievance is a complaint involving the violation, misinterpretation or misapplication of the contract between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed to.

Section 3.01.02 – Board/Grievant Defined

Hereinafter, the Huber Heights City School Board of Education shall be referred to as the Board; the bargaining unit members or the association who files the grievance shall be referred to as the grievant.

SECTION 3.02 – GRIEVANTS RIGHTS

Section 3.02.01 – Right to File

Any bargaining unit member shall have the right to file a grievance.

Section 3.02.02 – Association Grievance

The Association shall have the right to file a grievance in its own behalf, and/or support the grievance of an individual employee.

Section 3.02.03 – Group Grievance

A group grievance which involves grievants at more than one building shall be processed starting at level three.

Section 3.02.04 – Withdrawal of Grievance

The grievant or the Association may terminate a grievance at any step by not appealing it to the next level.

Section 3.02.05 – Records and Documents

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 3.02.06 – Representation

A grievant may be represented at any level of the grievance as stated in the procedure.

Section 3.02.07 – Hearing Procedures

Hearings as distinguished from conferences, shall allow for due process for both sides. Each hearing shall provide the opportunity for: presentation of the grievants case; presentation of the Administration's case; calling of witnesses; questioning of witnesses; final summaries. At all hearings, each side shall designate an official spokesperson.

Section 3.02.08 – Scheduling

Conferences or hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses and the designated Association Representative, to attend. Such hearings shall be conducted at a mutually agreeable time.

Section 3.02.09 – Designated Representative

The Association may designate a grievance representative and alternate for each building in the District. The names of such designated representatives shall be given to the supervisor of the building concerned and the Superintendent within one (1) week after such designation. A representative designated by the Association shall be offered the opportunity to be present at all levels of the grievance procedure.

SECTION 3.03 – STEP ONE

Section 3.03.01 – Informal Level

Within twenty-one (21) calendar days of the alleged grievance, the grievant shall present the matter orally to the appropriate administrator. The grievant will inform the appropriate administrator that the discussion is the informal level of the grievance procedure. The grievant may be accompanied by an Association Representative at this level. Any conference at this level may be conducted during the day at a time mutually agreed upon by the parties, as long as it does not interfere with any direct work responsibilities of the participants.

SECTION 3.04 – STEP TWO

Section 3.04.01 – Formal Level

If the informal discussion does not resolve the grievance to the satisfaction of the grievant, a formal written grievance shall be submitted to the appropriate administrator. Such formal grievance shall be submitted within seven (7) calendar days after the informal discussion.

When submitting the written grievance, the grievant shall state the grievance, the policies and/or provisions allegedly violated, and the specific relief sought.

Section 3.04.02 – Level 1 Conference

Within seven (7) calendar days of receipt of a written grievance a conference will be held between the appropriate Administrator and the grievant. The grievant may be accompanied by an Association representative. If the grievant requests someone other than the building grievance representative, an Association representative is entitled to be present for the Association. The administrator shall provide the grievant with a written response to the grievance, stating the reasons for the decision. Said response shall be within seven (7) calendar days after the conclusion of the conference. A copy of the decision shall be sent to the Association President.

SECTION 3.05 – STEP THREE

Section 3.05.01 – Appeal to the Superintendent

If the decision rendered at Step Two does not resolve the grievance to the satisfaction of the grievant, the issue may be appealed to the Superintendent or designee within seven (7) calendar days upon receipt of said decision.

Section 3.05.02 – Superintendent Level Hearing

Within fourteen (14) calendar days of receipt of the grievance, the Superintendent or designee shall hold a hearing on the issue. The grievant and the Superintendent or designee are each entitled to representation of his/her choice. If the grievant or the Superintendent or designee chooses to have attorney present, he/she shall notify the other party forty-eight (48) hours prior to the meeting. Within seven (7) calendar days after the conclusion of the hearing, the Superintendent shall render a written decision to the grievant, with copies to the grievants representative and/or counsel.

SECTION 3.06 – STEP FOUR – BINDING ARBITRATION

Section 3.06.01 – Notice of Arbitration

If the decision rendered at Step Three does not resolve the grievance to the satisfaction of the grievant, the Association may submit the grievance to arbitration. Notification of the intent to go to arbitration shall be submitted to the Superintendent in writing within fourteen (14) calendar days after the receipt of the Step Three decision.

Section 3.06.02 – Request to AAA

A request for arbitration shall be sent to the American Arbitration Association, and an arbitrator selected in accordance with the AAA's voluntary rules and regulations. The arbitrator shall not have the power to ignore, add to, subtract from, disregard, or modify the terms of the Contract.

The decision of the arbitrator may not exceed what is necessary for the interpretation or application of the Contract. Issues of procedural arbitrability will be heard prior to the substantive issues.

Section 3.06.03 – Binding Decision

The final decision of the arbitrator shall be binding on the Association, the Board, the Administration, and the grievant(s).

Section 3.06.04 – Cost of Arbitration

Fees and expenses of the arbitrator shall be shared equally by the parties. The Board shall release any personnel subpoenaed as witnesses without loss of pay and provide substitutes for the bargaining unit members attending the hearing. The number of subpoenaed personnel shall be held to a minimum, in order to avoid unnecessary disruption to the instructional program.

SECTION 3.07 – MISCELLANEOUS

Section 3.07.01 – Forms

Forms for filing grievances shall be made available in every building office, in the Central Office, and to the Association. The Grievance Form is included in the Forms Section of this agreement.

Section 3.07.02 – Time Limits

As provided herein shall be considered as maximums; however, extension of the limit may be made with written mutual consent of the parties.

Section 3.07.03 – Failure to Respond

If an administrator fails to respond within the specified time limit, the grievant may proceed directly to the next step of the procedure.

Section 3.07.04 – Failure to Appeal

If the grievant fails to appeal any decision within the specified time limit, the grievance shall be considered resolved.

Section 3.07.05 – Federal and State Laws

Nothing contained in this policy shall deny the parties any rights guaranteed by Federal or State constitutions and laws.

Section 3.07.06 – Change of Allegation

During the processing of a grievance, the allegation of the grievant may not change. If additional information concerning the grievance is obtained by either party, such information may be introduced.

Section 3.07.07 – Administrative Directives – Work then Grieve

A bargaining unit member will follow all written and verbal directives, even if allegedly in conflict with provisions of this Contract, unless such directives are dangerous to the health or safety of the grievant.

Section 3.07.08 – Building Representative as Grievance Representative

Under those situations where a grievance representative is not designated for a particular building by the Association, the building representative will be assumed to be the grievance representative.

Section 3.07.09 – File at Lowest Level

All grievances shall be filed with the administrator having the authority to resolve the grievance, and proceed to any remaining levels of the grievance procedure if necessary.

ARTICLE 4.0 – ASSOCIATION RIGHTS

SECTION 4.01 – GENERAL RIGHTS

Section 4.01.01 – Use of Public Address System

Representatives of the Association may make announcements on the school building public address system, before or after the student day, regarding meeting times and locations, and reminders of Association deadlines.

Section 4.01.02 -- Mail System

The Association may use the inter-school mail delivery system including electronic mail, phone and computer systems.

Section 4.01.03 -- New Hires

The Board shall provide the Association with names and addresses of newly hired clerical and paraprofessional employees following Board approval of their contracts.

Section 4.01.04 -- Association Leave

Exclusive of three (3) days to attend the OEA Delegate Assembly as an elected delegate, members involved in Association activities may use up to three (3) paid leave days for Association business. Additional days may be approved as needed.

SECTION 4.02 -- FAIR SHARE FEE

The District will collect a fair share fee in accordance with applicable Federal and State laws and OEA policy. All employees in the bargaining unit who, sixty (60) days from date of hire are not members in good standing of the HHEA, are required to pay a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code with the exception of the following: Bargaining unit members whose hire day precedes July 1, 2001 and who were not members of HHEA on that date shall be exempt from the fair share provision. Should these "grand fathered" employees become members of HHEA at any time after this effective date of this agreement, they will lose this exemption and be required to pay the fair share fee for the period of time that this provision remains in effect.

SECTION 4.03 -- PRINTED CONTRACTS

The Board shall provide each unit member a copy of this Contract. The Board also will provide the Association an additional five (5) copies of this Contract.

ARTICLE 5.0 -- UNIT MEMBER RIGHTS

SECTION 5.01 - GENERAL RIGHTS OF UNIT MEMBERS

Section 5.01.01 - Association Membership/Non-Membership

Unit members shall have the right to join or not join the Association, without undue influence or threat from any party.

SECTION 5.02 - SPECIFIC RIGHTS OF UNIT MEMBERS

Section 5.02.01 - Professional Growth.

Unit members may request paid leave for purposes of professional growth. Such requests shall be made via the unit member's supervisor to the Superintendent. The Superintendent or designee will grant such requests and the District shall provide reimbursement for related expenses as the Superintendent or designee deems to be in the best interest of the school district.

Section 5.02.01.01 Classified Professional Development (CPD) Committee

The Superintendent and the President of the HHEA will annually appoint members to the CPD Committee.

The CPD Committee shall include six (6) classified employees appointed by the HHEA President, plus the HHEA President or his/her designee and no more than six (6) participants appointed by the Superintendent or his/her designee.

The CPD Committee shall research, discuss and recommend professional development activities.

In the event that it is necessary to schedule meetings of this committee before or after the regular work hours of the participants, the District shall compensate the participants at their regular hourly rate of pay.

The CPD Committee shall determine its own By Laws including such things as scheduling of meetings at mutually agreeable dates, times and locations.

Section 5.02.01.02 – Collaborative Planning and Staff Development Voucher Credits

A maximum of two (2) hours of Staff Development Voucher Credit shall be granted for collaborative planning for teachers or administrators and the assigned paraprofessional who voluntarily agree and meet to discuss the duties of the paraprofessional and the needs of the student(s).

Section 5.02.02 - Notice of Vacancies and Bidding.

If there is no recall list, The Board shall post, in writing, all job openings for positions within the bargaining unit and for clerical positions outside of the bargaining unit. No vacancy within the bargaining unit will be filled until after the notification of vacancy has been posted for seven (7) calendar days. Reference Section 6.05 Recall Procedures.

If a recall list exists, any vacancy that occurs will be filled from the recall list. Vacancies will not be filled by a substitute or long term substitute. . If the employee on recall does not possess certification for the vacancy, recall rights are not surrendered.

Section 5.02.03 – Temporary Positions

When the Administration has a need for a temporary position, the temporary position shall first be offered to a person on the Rif/Recall list. If no Rif/Recall list exists, the position will be posted.

Section 5.02.04 - Application for Transfer

Unit members wishing to apply for a vacant position shall so notify the Superintendent or designee, in writing, prior to the end of the seven (7) calendar day posting period.

A member may also submit a written request at any time of the year for a voluntary transfer to another building or position, whether currently vacant or not. The request shall be made by completing the transfer form and filing it with the building principal, with a copy to the Superintendent or the Superintendent's designee. The member shall receive a written response to the request. If the request is denied, the response shall include the reason(s) for the denial. This request will be kept on file for one (1) year.

Section 5.02.05 -- Involuntary Transfer

If the Superintendent or Superintendent's designee decides to transfer a unit member involuntarily, the unit member shall receive written notice of such intent and shall be provided a conference with the Superintendent or Superintendent's designee prior to effectuating the transfer. A representative of the unit member's choice may be in attendance at the conference if requested by the unit member. The unit member shall have the right to receive written reasons for the involuntary transfer from the Superintendent or Superintendent's designee. Objections will be dealt with in a non-discriminatory manner. Involuntary transfers shall be assigned to a building and a position.

Section 5.02.06 - Filling of Vacancies

Vacancies within the bargaining unit shall be filled on a district-wide seniority basis, with two exceptions. The first exception is that unit members within the given classification or a higher rated classification shall be considered to have priority over more senior unit members for a lower rated classification. For this purpose, Clerical I is the highest rated classification, followed by Clerical II, followed by the Paraprofessional classifications. The second exception shall be when the given vacancy requires a special skill that cannot be readily learned, and regarding which a less senior unit member is significantly superior. Regardless of which unit member is given the transfer, the parties will recognize a forty-five (45) work day probationary

period. During the probationary period the Superintendent or designee may rescind the assignment, causing the employee to return to the previously held position. Likewise, for the same period of time, the employee may reject the assignment and return to the previously held position. Such action shall be by written, dated notice. In either case, there must be good cause for the assignment to be rescinded. Rejection of the assignment shall not be held against the unit member, but that unit member shall be barred from requesting any similar transfer for the remainder of the contract year or six (6) months, whichever is longer.

Section 5.02.07 - Transfer and Longevity

Upon transfer to a higher job classification an employee shall be placed on a salary schedule step that reflects a minimum increase of twenty five cents (\$.25) per hour.

Longevity shall be based on the number of years of service calculated from the employee's date of hire in the Huber Heights School District.

Section 5.02.08 – Distribution of Medication to Students

The Board shall provide appropriate and adequate training to all employees who are responsible for the distribution of medicine to students and/or are responsible for the performance of any delegable nursing task as defined in Chapter 13 of the Ohio Revised Code. Annual training, review and updates shall be provided by a health care professional who holds an appropriate and current certification or license issued by the State of Ohio.

Section 5.02.09 – Protection for Distribution of Medication to Students

In the event that an employee is made party to any legal action related to the distribution of medicine to and/or the performance of any delegable nursing task as defined in Chapter 13 of the Ohio Revised Code, the Board shall provide legal services and release time without loss of pay, as needed to participate in the defense of such claim(s).

Section 5.02.10 – Liability Insurance for Distribution of Medication to Students

The Board shall provide liability insurance coverage to employees who are responsible for the distribution of medicine to and/or the performance of any delegable nursing task as defined in Chapter 13 of the Ohio Revised Code.

SECTION 5.03 - HOURS/DAYS OF WORK AND CONTRACT PROVISIONS

Section 5.03.01 – Notice of Change in Hours/Days

Notice of change in hours/days - In the event the duties for a paraprofessional performing special services require an immediate adjustment of an increase of thirty (30) to ninety (90) minutes the Association President, the affected employee and the District Treasurer will be notified immediately. The employee will start as soon as possible but no later than ten (10)

work days from receipt of the notification. Implementation of the change prior to the expiration of the ten (10) work day timeline shall be at the discretion of the employee. Regardless of classification, the District may increase the number of contracted work hours or work days as it deems necessary for a given position provided it gives at least ten (10) working days' notice to the Association President and the affected employee(s). In increasing hours or days, the District will not post the given position if a unit member is already in place, but will post the position when it is subsequently vacated. Once hours or days have been increased for a given position, the District will not reduce the hours or days of that position until the beginning of the subsequent school year.

If legislation requires a change in the student attendance from days to hours, Paraprofessional unit members' hours will not be reduced to less than six (6) hours per day for the term of this contract.

Section 5.03.02 - Paraprofessional (Special Services, Regular Education, and Interpreter) Work Year

Unit members shall be considered 186-day + one staff development day year employees.

Section 5.03.02.01 - Paraprofessional (Clinic Office Assistant) Work Year

Unit members shall be considered 189-day plus one staff development day work year employees.

Section 5.03.03 - Paraprofessional (Library Aide) Work Year

Unit members shall be considered 191-day plus one staff development day work year employees.

Section 5.03.04 - Clerical I Work Year

The Clerical I work year shall be 245 to 249 days including 1 staff development day. The actual number of days will be based on the Gregorian calendar for that year.

Section 5.03.05 - Clerical II and Computer Technician Work Year

Unit members shall be considered 211-day plus one staff development day work year employees.

Section 5.03.06 – Furlough Day

For 2013-2014, the furlough day shall be one (1) of the three (3) non- student attending Waiver Days mutually agreed upon by the Administration and the Association President.

For 2014-2015, the furlough day shall be Staff Development Day, unless another non- student attending day is mutually agreed upon by the Administration and the Association President.

Section 5.03.07- Duty Breaks

Unit members shall be provided one (1) fifteen (15) minute break for each four (4) hours of daily work.

Section 5.03.08- Lunch Periods

Unit members in a six (6) hours or more pay status will be entitled to a thirty (30) minute lunch period. If the unit member is on call during this lunch period, it shall be with pay; otherwise, the lunch period will be duty-free and without pay.

Section 5.03.09 – Overtime

Overtime shall be paid on all hours worked over forty (40) in any work week provided the overtime is approved in advance by the unit member's principal. Approved overtime shall be compensated at the rate of time and one-half of the unit member's hourly rate. Paid holidays shall count as hours worked for overtime purposes but all other days of absence paid or not shall not count as hours worked for overtime purposes.

Section 5.03.10– Delays

When the Superintendent calls a two (2) hour delay at the start of the school day, employees shall report to work (2) hours later than the normal start time of the employee workday.

Section 5.03.11 – Flex Day

A Flex Day occurs when the Administration has the need to adjust the employee work year by evenly trading one or more workdays. These changes are for tasks that cannot be completed during the normal work calendar. The scheduling of the flex day shall be mutually agreed upon between administration and the employee and shall not exceed 5 days unless approved by the Superintendent or designee and the HHEA President. This section shall not supersede section 5.03.09.

SECTION 5.04 - PERSONNEL FILES

Section 5.04.01 Access to Unit Member Files

Personnel record folders will be available for inspection by the unit member. The only two locations for a personnel file shall be the principal's office and the Central Office. Prior to any material being added to a unit member's file, it shall be shown to the unit member. Materials shall be initialed by the unit member to indicate that the material has been shown, not that the unit member necessarily agrees with the material. No anonymous material will be placed in either file.

Section 5.04.02 - Principal's File

The principal's file shall be available for inspection by the unit member by appointment. Unit members shall have the right to enter a written rebuttal of any statement(s) contained within the file, and it shall be attached to the relevant material. Contents in the file may be listed by the unit member. Both the unit member and the principal shall sign and keep a copy of this list. Records shall be examined in the presence of the principal, and shall not be removed from the immediate area. A representative of the Association may also be present, upon the unit member's request.

Section 5.04.03 - Central Office File

Personnel record folders will be available for inspection by the unit member by appointment. All records pertaining to the unit member's performance while employed by the Huber Heights City School District, with the exception of confidential reports obtained prior to hiring may be examined. Records shall be examined in the presence of the Superintendent or designee, and shall not be removed from the immediate area. A representative of the Association may also be present, upon the unit member's request. Unit members shall have the right to enter a written rebuttal of any statement(s) contained within the file, and it shall be attached to the relevant material. Contents in the file may be listed by the unit member. Both the unit member and the Superintendent or designee shall sign and keep a copy of this list.

Section 5.04.04 – Copies from File

Upon request, a unit member shall be provided, at reasonable cost to them, a copy of any information contained within either the principal's or the Central Office file.

Section 5.04.05 – Privacy

The Board shall comply with the provisions of the Ohio Revised Code, Chapter 1347, Personal Information Systems.

Section 5.04.06 - Removal of Documents

A unit member may request removal of any items from their personnel files through the process outlined in ORC 1347.09. Any written request for removal shall be directed to the Superintendent.

SECTION 5.05 - PAY OPTIONS

Section 5.05.01 – Selection of Pay Options

Either of the following options may be selected by unit member for receipt of their pay:

Option 1 – A unit member shall receive their wages in twenty-six (26) bi-weekly pays.

Option 2 – A unit member shall receive their wages in twenty (20) pays. Pay dates for this option shall commence on the second pay date for unit Member on Option 1.

Section 5.05.02 – Choice of Options

Unit members shall indicate their choice of options in writing to the Treasurer not later than August 1 of each year. If no option is selected, the unit member will receive the same method of payment as he/she did the prior year.

Section 5.05.03 - Direct Deposit

The Treasurer's Office shall provide salary payments in the form of a direct deposit into a bank account provided by the unit member. Paycheck information shall be provided by email notification to an email address provided by the unit member.

Section 5.05.04 – Change of Address

Unit members shall notify the Treasurer's Office of any change in address. Change of address shall be reflected on the next paycheck following receipt of the information in the Treasurer's Office.

SECTION 5.06 - PAYROLL DEDUCTIONS

Section 5.06.01 – Provided Payroll Deductions

The following payroll deductions shall be provided to unit members at no charge, and will be deducted as stated in this section.

Section 5.06.02 - Professional Dues and Fees

Professional Dues and Fees shall be deducted for HHEA, WOE, OEA, NEA and all affiliated organizations. The deductions will be made in fifteen (15) equal installments, beginning with the third pay and continuing through the eighteenth pay. Written authorization for deductions must be in the Treasurer's Office fourteen (14) days before the deductions are scheduled to begin. Any individual authorization which indicates continuing deductions that is submitted to the Treasurer under this section shall continue in effect until revoked by the authorizing unit member.

Section 5.06.03 - Tax Sheltered Annuity Deductions

Tax sheltered Annuity Deductions may be authorized at any time during the calendar year. The dollar amount to be deducted for annuities may be changed only once during the calendar year, in accordance with IRS regulations. Stoppages of annuities may be authorized at any time. Deductions will be made twice monthly.

Section 5.06.04 - Credit Union Deductions

Credit Union deductions may be authorized at any time. Changes in deduction amounts shall be effective on the pay period following receipt of the information from the credit union. Deductions will be made twice monthly. There shall be no limit on the amount a unit member may designate to be sent to the credit union; however, there needs to be sufficient net amount remaining for a check to be issued.

Section 5.06.05 - Cancer Insurance and Intensive Care Insurance

Cancer Insurance and Intensive Care Insurance deductions may be authorized by a unit member upon acceptance to the program by the insurance carrier. Deductions will be made twice monthly.

Section 5.06.06 - United Way

United Way contributions may be authorized for payroll deductions. The deductions will be made in a manner agreeable to the Board and the Association.

Section 5.06.07 - Political Contributions

Employees may authorize the deduction of FCPE/political contributions. When authorized, such contributions shall be made in a manner agreeable to the Board and the Association.

Section 5.06.08 - Deductions and the 20 Pay Option

Those unit members selecting a 20-pay option shall have deductions equalized over the 20 pays.

Section 5.06.09 - Authorization for all Payroll Deductions

Authorization for all payroll deductions must be signed by the unit member. All sums deducted will be remitted by the Treasurer to the appropriate agent designated to receive the deduction, on or before the due date designated by the agent.

SECTION 5.07 - DISCIPLINARY ACTION AND CONTRACT TERMINATION

Section 5.07.01 - Employment Status/Disciplinary Action

For the first twelve (12) months from their date of employment a unit member shall be considered probationary. Thereafter, unit members shall be considered non-probationary. The Board of Education may suspend or terminate a unit member for violation of written rules and regulations as set forth by the Board, or for incompetence, inefficiency, dishonesty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance or nonfeasance except that probationary employees may be terminated without cause. This provision shall supersede and replace Civil Service Law Work Year shall be defined as July 1 through June 30.

Section 5.07.02 - Notice of Disciplinary Action or Termination of Contract

Prior to suspending an employee for more than three days or terminating a unit member's contract, the Board shall provide the unit member with a written notice advising the unit member of the reason the Board intends to take such action. In cases of disciplinary action of less than three days' suspension, the Board shall provide the unit member with a written notice advising the unit member of the reason the Board intends to take such action. In cases of disciplinary action of less than three days' suspension, the Board shall provide written notice within seven (7) days of the action to suspend as to the reason for it. An employee who receives a notice of disciplinary action or of termination shall have the right to due process that includes notice, hearing and reasons. There shall be no discipline or termination without just cause.

Section 5.07.03 - Right to Hearing

In either case, and at the unit member's request, The Superintendent or designee will meet with the unit member and his/her Association representatives to discuss the action being or, in the case of the lesser action, having been taken. Such a meeting will be held within seven (7) days of the unit member's written request.

Section 5.07.04 - Right to Appeal

In the case of suspensions or termination of contract of a non-probationary unit member, the unit member shall be entitled to appeal the action via the grievance procedure of this contract.

Section 5.07.05 - Right to Rebut

Termination of a probationary unit members shall not be subject to appeal via the grievance procedure, but the unit member will be allowed to attach his/her statement to any record of such action.

Section 5.07.06 - Supersedes Civil Service Laws

This section provides the exclusive remedy for all disciplinary actions and contract terminations, with the effect that this section shall supersede and replace the civil service laws of the State of Ohio.

ARTICLE 6.0 - REDUCTION IN FORCE

SECTION 6.01 - BOARD ACTION TO REDUCE THE FORCE

Section 6.01.01 - Reasons for RIF

When the Board determines to reduce staff (RIF) because of abolishment of position, financial reasons, lack of work, return to duty of unit members on leave of absence or other justifiable reasons, the procedure herein shall govern the RIF.

No positions will be RIFed for the purpose to outsource or subcontract unit member work during this contract period.

Section 6.01.02 - Board Right to RIF

It shall be the right of the Board to determine in which classifications the RIF shall occur.

Section 6.01.03 - Board Right to RIF

It shall be the right of the Board to determine the number of unit members to be laid off.

SECTION 6.02 - PROCEDURE FOR REDUCTION IN FORCE

Section 6.02.01 - RIF by Termination,

The number of unit members affected by the RIF shall be kept to a minimum by terminating probationary unit members and by not employing replacements to the extent possible for unit members who resign, retire or otherwise vacate a position.

Section 6.02.02 - RIF by Lay-Off

Unit members shall be laid off according to district seniority within the job classifications set forth in the recognition section of this Contract. The least senior unit member in the classification of the RIF shall be laid off first, unless that unit member transfers to another classification as provided for herein.

Section 6.02.03 – Seniority

Seniority shall be defined as the uninterrupted length of continuous service with the Board. There is no building seniority. Authorized leaves of absence and time on a RIF recall list do not constitute a service break for seniority computation purposes.

Definitions

- A. Displaced personnel shall be defined as employees whose seniority guarantees them a position but not the position they currently hold.
- B. Job Pick Day shall be defined as the day designated by the Board for the displaced employees to choose a position from the positions available.
- C. The Job Pick Day List shall be defined as the list of employees who are displaced.
- D. The Perpetual Displaced List shall be defined as the list of displaced employees who choose a new position on Job Pick Day, but the position chosen is of fewer hours than the position held prior to displacement.
- E. A Recall List shall be defined as a list of employees for whom a position is not currently available and are therefore considered RIFed. This list will be determined the day after Job Pick Day.

Section 6.02.04 - RIF List Posted

At least seven (7) calendar days prior to the effective date of the RIF, the Board shall prepare and post for inspection in a conspicuous place at each work site, a list containing the names, seniority dates and classifications of unit members, indicating which unit members will be affected initially by the RIF within seven (7) calendar days of the posting. This RIF notice will be final and binding on the Association and individual unit members, unless errors in it are brought to the attention of the Superintendent in writing. Any affected unit member entitled to bump into another classification rather than be laid off must also serve written notice of intent to do so within seven (7) calendar days of the posting, or thereafter waive the right to bump.

SECTION 6.03 - BUMPS DUE TO RIF/REPOSTING OF RIF NOTICE

Section 6.03.01 - Bump Rights

The above notwithstanding, unit members being laid off in a classification may elect to bump into any lesser paying classification provided their seniority allows, and further providing that they have prior work experience in the lesser position.

Section 6.03.02 - Repost After Bump

When a unit member does bump into a lesser paying classification, the Board shall amend and repost its RIF notice. The unit member shall be paid in accordance with the wage schedule for that classification.

SECTION 6.04 - JOB PICK DAY PROCEDURES FOR DISPLACED PERSONNEL

Section 6.04.01 – Selection Process for Job Pick Day

Seven (7) calendar days prior to Job Pick Day displaced employees will be notified in writing of the date and time for Job Pick Day. Displaced employees will meet with representatives from the Association and the Administration to select from the list of vacancies, based on the displaced employee's seniority. The employee shall have fifteen (15) minutes to make a decision at the end of the fifteen (15) minutes, the employee will be asked for a decision. Failure to make a decision within the time limit will place the displaced employee at the bottom of the displaced list on Job Pick Day only. The following day the employee will be placed in seniority order on the recall list.

Section 6.04.02 - Waiver of Seven (7) Calendar Day Period

The Association and the Administration may waive the seven (7) calendar day decision period for Job Pick day only, for those on the displaced list. The next day after Job Pick Day, the seven (7) calendar day decision is again in effect.

Section 6.04.03- Failure to Show Up

If a displaced person or their proxy is not here for the choosing jobs on Job Pick Day, they will be put at the bottom of the displaced list for that day only. The following day they will be placed in seniority order on the recall list.

Section 6.04.04 - Failure to Select Job

If a displaced employee does not choose a job from the Board on Job Pick Day, they go to the bottom of the displaced list for that day only. The following day they will be placed in seniority order on the recall list.

Section 6.04.05- Perpetual Recall List

If a displaced employee chooses a job that is fewer hours than they currently work, they will be placed on a "perpetual recall list" on the following day. When a job comes available with the same number of hours they worked when they were originally displaced, they must take the offered job or elect to remain in their present position. Either way, they will be removed from this recall list. The Administration will follow contract procedures to notify the employees of the position as this section states

SECTION 6.05 - RECALL PROCEDURES

Section 6.05.01 – Recall List

A recall list shall be prepared, and the name of each unit member who has been RIFed shall be placed on the recall list, with the most senior unit member being the first eligible for recall. If a vacancy occurs in a classification in which the unit member has worked for the Board, offers of recall shall be made from the list before any new employees are hired.

Section 6.05.02 - Recall

Recall to vacancies which occur in the classification of the RIF shall be offered to eligible unit members and must be accepted within seven (7) days of the mailing of a notice of recall to the given unit members.

Section 6.05.03 - Decline of Recall

Any unit member who declines recall shall be removed from the recall list and shall have his/her employment terminated.

Section 6.05.04 - Notice of Recall

The notice of recall shall be made by certified mail to the last known address on file with the Superintendent. If the notice of recall is refused, unclaimed or not deliverable, the unit member will be deemed to have declined the offer of recall seven (7) calendar days after the mailing of the letter.

Section 6.05.05 - Recall Period

The unit member's name shall remain on the recall list for a period of one (1) calendar year from the date of placement on the recall list. If recalled during this period, such unit members shall retain all previously accumulated seniority.

Section 6.05.06- Perpetual Recall List

If a displaced employee chooses a job that is fewer hours than they currently work, they will be placed on a "perpetual recall list" on the following day. When a job comes available with the same number of hours they worked when they were originally displaced, they must take the offered job or elect to remain in their present position. Either way, they will be removed from this recall list. The administration will follow contract procedures to notify the employees of the position as this section states.

Section 6.05.07 - Supersedes Civil Service Laws

This provision shall supersede and replace the civil service laws of the State of Ohio and the Ohio Revised Code.

ARTICLE 7.0 - LEAVES OF ABSENCE

SECTION 7.01 - SICK LEAVE

Section 7.01.01 - Use of Sick Leave

Unit members, upon approval of the responsible administrative officer of the school district, may use sick leave for: absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to others; and for absence due to illness, injury, or death in the unit member's immediate family.

Section 7.01.02 - Illness or Death in the Family

Illness or death in the family is defined as involving a parent or in-law of the unit member or spouse, an aunt or uncle of the unit member or spouse, a grandparent of the unit member or spouse, a sibling, or in-law of the unit member or spouse, a child or grandchild of the unit member or spouse, or someone otherwise related to the unit member residing in the unit member's home.

Section 7.01.03 - If Medical Attention is Required

If medical attention is required, the unit member's statement shall list the name and address of the attending physician, and the dates when the physician was consulted.

Section 7.01.04 - Statement from Physician

After use of fifteen (15) days of sick leave for personal illness in any school year, if requested by the building principal, the unit member shall provide a written physician's statement indicating that he/she is medically unable to work.

Section 7.01.05 - Absence Due to Pregnancy or Birth

In the event of a unit member's request for the use of sick leave for absence due to pregnancy, childbirth, or the recovery there from, accumulated sick leave may be used upon confirmation by the unit member's physician that it is medically necessary, and notification of that advice to the administration. The unit member's request shall include a statement of the duration of time needed for leave.

Section 7.01.06 - Penalties for Falsification

Penalties for falsification of sick leave shall conform with O.R.C. 3319.141.

Section 7.01.07 - Employee Record of Absence

The employer shall prescribe and furnish the process for reporting the use of any type of leave. The member shall initiate the request for the use of leave through the prescribed process.

Section 7.01.08 - Charged to Sick Leave

All pertinent absences incurred as described above will be charged to sick leave.

Section 7.01.09 - Advance of Sick Leave

At the beginning of the school year, the Board shall provide for an advance of up to a maximum of fifteen (15) sick leave days to all unit members who have less than 15 days of accumulated sick leave. In the case of those to whom sick leave has been advanced, no additional sick leave shall be accumulated until the amount advanced has been earned at the rate of 1-1/4 days for each month of completed service.

Section 7.01.10 - Annual Earning of Sick Leave, Accumulation and Severance

Unit members shall accumulate fifteen (15) sick days per each year of this contract up to a maximum accumulation of 260 days of sick leave of which 215 days will be used in the severance calculation.

Section 7.01.11 - Failure to Pay Back Advanced Sick Leave

If a unit member resigns employment or is otherwise terminated prior to earning the sick leave days advanced, the Board shall withhold from the unit member's final check a sum equal to the per diem rate of pay for those days used but as yet unearned, if applicable.

Section 7.01.12 - Sick Leave Accumulation

Sick Leave accumulates at the rate of 1-1/4 days per month. Sick leave accumulation appears on paycheck stubs, and accrues on the first check of each month.

SECTION 7.01.13 - SICK LEAVE BANK

HHEA will initiate, maintain and administer an employee Sick Leave Bank. All unit members and, if the Board so chooses, administrators, will be eligible to contribute to or use the bank in accordance with standards set forth in this provision and guidelines developed by HHEA. Once each year, any eligible employee may offer to donate no more than one of his/her personal leave days to the bank. Donations will be accepted on a first-offered, first-accepted basis.

Once forty (40) personal leave days have been donated to the bank, no further donations will be accepted that year. HHEA will keep the Board Treasurer informed, in writing, as to donations (in the form of personal leave days) and uses (in the form of sick leave days) of the sick leave bank's days so that the Treasurer may adjust the district's records. At least once each fiscal year, the parties' joint committee will review the sick leave bank provision and may modify its operation, parameters, etc. At the end of each fiscal year, either party may re-open this sick leave bank provision by giving advance written notice of that effect to the other party.

A personal leave day donated to the sick leave bank will not be counted when calculating the attendance bonus.

SECTION 7.02 - PERSONAL LEAVE

Section 7.02.01 – Number of Days

Three (3) days personal leave are provided to each unit member. The use of personal leave shall reflect the professionalism of the individual. Leave may be used in one-half day segments.

Section 7.02.02 – Use of Personal Leave

Use of Personal leave is subject to the following provisions:

- A. Notice - A forty-eight (48) hour advance, notification to the Administrator in all cases, where possible. In an emergency situation, less than 48 hours' notice may be given to the Administrator.
- B. Personal leave shall be requested using the District AESOP System.
- C. Limited use - Personal leave cannot be claimed the first or last day of the student school year.
- D. Not cumulative - Personal leave is not cumulative.
- E. No more than 33-1/3% of the teaching staff in any one building may be on personal leave on any one day, except in an absolute emergency where no notification could be given.
- F. Personal leave shall not be used for seeking or engaging in other employment.
- G. Unused personal days shall be converted to sick leave days at a rate of one (1) per year. This will not count against the attendance bonus. (Section 7.03.01)

SECTION 7.03 - ATTENDANCE

Section 7.03.01 - Attendance Bonus

The Board shall pay an attendance bonus to bargaining unit members based on the following:

- A. Unit members who have perfect attendance and are absent zero (0) days during the school year shall receive a bonus of five hundred dollars (\$500.00).
- B. Unit members who are absent one (1) day but no more than two (2) days during the school year shall receive a bonus of four hundred dollars (\$400.00).
- C. Unit members who are absent three (3) days but no more than four (4) days during the school year shall receive a bonus of two hundred and fifty dollars (\$250.00).
- D. Unit members who are absent five (5) days during the school year shall receive a bonus of one hundred dollars (\$100.00).
- E. Unit members who are absent more than five (5) days during the school year shall not receive the attendance bonus.

The attendance bonus shall be paid to the employees who earn it by July 31st of the school year in which the bonus is earned.

Absences are defined as any use of sick leave, personal leave or unpaid leave days.

SECTION 7.04 - CHILD CARE LEAVE

Section 7.04.01 - New Born

The Board shall grant a leave of absence without pay to a unit member for the care of a newly born infant.

Section 7.04.02 - Request for Child Care Leave

When a unit member requests child care leave, written notification of such a request shall be sent to the office of the Superintendent at least thirty (30) days in advance of the effective date. Child care leave may be requested for the balance of a grading period, the balance of a semester, or the balance of the work year. The date of the unit member's expected return must be included in the request.

Section 7.04.03 - Return to Work

The unit member shall notify the Board, through the Superintendent, prior to March 1 if the unit member intends to return to work at the beginning of the following work year or if the unit member desires a one-year extension of the leave. The Board shall grant one additional extension if it is requested. Work Year shall be defined as July 1 through June 30.

Section 7.04.04 - Child Care

In addition, if a unit member has a situation which requires the daily care of an ill child at home, the Board may grant such a leave upon request of the unit member to the Superintendent. This leave shall be for the work year in which it is requested.

Section 7.04.05 - Leave for Adoption

Upon request, childcare leave shall be granted for the adoption of a child. The leave shall begin at a time mutually agreed upon between the Superintendent and the unit member. All considerations for a leave of absence for adoption are subject to the preceding considerations stated for childcare leave.

Section 7.04.06 - Retirement Credit While on Leave

If a unit member on child care leave wishes to purchase the period of time he/she is on child care leave for retirement purposes, he/she shall pay the Board's costs and the employee's costs for the purchase of retirement credit.

Section 7.04.07 - Early Return from Leave

In the event that a unit member wishes to return from leave of absence prior to the date originally approved for his/her return from leave, the unit member will be permitted to return early if approved by the Superintendent or designee.

Section 7.04.08 - Access to Health Insurance

While on leave, a unit member will remain part of the employee group for insurance purposes, provided the unit member pays to the treasurer monthly, in advance, the full cost for the insurance premiums which he/she wishes to maintain.

SECTION 7.05 - PROFESSIONAL LEAVE

Section 7.05.01 - Term of Leave and Service Credit

A year of professional leave without pay may be granted by the Board. This leave will accrue a step on the salary schedule the same as if the unit member had been employed in the system during the leave. Actual dates defining the duration of the leave shall be mutually agreed to and reduced to writing prior to commencement of the leave.

Section 7.05.02 - Return from Leave

In the event that a unit member wishes to return from leave of absence prior to the date originally approved for his/her return from leave, the unit member will be permitted to return early if approved by the Superintendent or designee.

SECTION 7.06 - JURY DUTY/JOB RELATED COURT APPEARANCES

Section 7.06.01 - Jury/Court Duty

A unit member who receives a request to appear for jury selection and who choose to participate as a juror on a contracted day, shall be excused for such purpose by the Board.

Section 7.06.02 - Compensation While on Jury Duty

The unit member's compensation for jury duty shall be paid to the Treasurer, and regular pay will be provided for the absence.

Section 7.06.03 - Compensation While on Court Duty

If a unit member receives a subpoena to appear in court on a matter directly related to a result of his/her job responsibility, he/she shall receive full pay while responding to the subpoena.

SECTION 7.07 - ASSAULT LEAVE

Section 7.07.01 - Physical Assault

A unit member who is physically disabled by a physical assault as a result of the performance of duties for the Board shall be entitled to Assault Leave. This leave will neither be available to a unit member who provokes the assault, nor if the assault is caused by another employee and said assault is not related to job performance. If the Superintendent refuses to grant the requested leave, the unit member may grieve the denial, starting with Step Three of the Grievance Procedure.

Section 7.07.02 - Maximum use of Assault Leave

When an assault results in absence from duty for medical reasons, absence shall be at no loss of pay. Assault leave shall be for a maximum of twenty-five (25) days per unit member per occurrence, and may be extended by the Board. Absence with assault leave shall not be charged against sick leave.

Section 7.07.03 - Medical Verification

Medical verification shall be furnished to the Superintendent or his/her designee for all such assault leave requests of more than one (1) day. The Board shall have the right to require a medical examination by a physician acceptable to both parties after the unit member has been absent for three (3) school days per occasion. In such event, the Board shall pay the full cost of the examination.

Section 7.07.04 - Reporting of Assault

Unit members shall immediately report assaults to the supervisor and shall supply all information to the supervisor regarding the assault. Unit members are encouraged to pursue all school and/or legal action possible against the party(ies) responsible.

SECTION 7.08 - HEALTH AND HARDSHIP LEAVE

Section 7.08.01 - Written Request

Upon the written request of a unit member, the Board may grant a leave of absence for a period of not more than two consecutive work years for education, professional, or other purposes, and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Work Year shall be defined as July 1 through June 30.

Section 7.08.02 - Board May Direct Leave for Good Cause

Without request, but for good cause, the Board may grant similar leave of absence and renewals thereof to any unit member because of physical or mental disability, but such unit member may grieve such unrequested leave of absence or its renewals beginning at Step III of the Grievance Procedure.

Section 7.08.03 - Return to Work Status

Upon the return to service of a unit member at the expiration of a leave of absence, he/she shall resume the contract status held prior to such leave.

Section 7.08.04 - Military Leave

Any unit member who leaves a position to serve in the armed services or the auxiliaries thereof, upon returning honorably discharged from such service, shall resume the contract status held prior to entering military service, subject to passing a physical examination. Such contract status shall be resumed at the first of the school semester or the beginning of the work year following return from the armed services. "Armed services" has the same meaning as defined in Section 5903.01 and 5903.02 of the Ohio Revised Code.

Section 7.08.05 - Return from Leave

In the event that a unit member wishes to return from leave of absence prior to the date originally approved for his/her return from leave, the unit member will be permitted to return early if approved by the Superintendent or designee.

**ARTICLE 8.0 - WAGES, PAY RETIREMENT AND INSURANCE
BENEFITS**

SECTION 8.01 - WAGES AND PAY

Section 8.01.01 - Clinic Office Assistants and Technology Paraprofessionals

For the purpose of wages only will be paid on the clerical wage schedule. For all other purposes under the Contract, Clinic Office Assistants and Technology Paraprofessionals shall be considered as part of the paraprofessional classification.

Section 8.01.02 - Time on the Job

Time on the job shall be equalized for all Clinic Office Assistants. Clinic Office Assistants shall not be employed for less than seven (7) hours each workday.

Section 8.01.03 - Basic Plan Coverage Revisions

The Board agrees to shop the Health Insurance Plan at the same level of coverage currently held by Board employees. In addition to current plans offered by the Board, the Board will offer a Single + 1 (dependent) plan to bargaining unit members.

During the 2013-2015 school years, the following benefits shall apply:

Office Co-pay	\$20.00
Urgent Care Co-Pay	\$50.00
Emergency Room Co-Pay	\$150.00
In Hospital Co-pay	\$250.00
Prescription Drug Co-Pay	Tier 1 \$10 Tier 2 \$20 to \$40 (25%) Tier 3 \$50
Out Patient Physical Therapy and Speech Therapy	50 visits per calendar year
Out Patient mental visits	50 per calendar year
Inpatient Rehabilitation facility	60 days per calendar year
Injections in Dr's Office i.e. allergy injections	Dr. Office co-pay applies

Mental Health/Substance abuse inpatient max in or out of network. Out of Network combined max.	30 days per calendar year
Spinal Treatment i.e. chiropractic Out	24 visits per calendar year in or out of network. of network deductible will apply.
RX tiering definition due	Tier 1, Tier 2, tier 3 – for most drugs still Generic, Brand, non PDL -- some drugs may change tiers to price.
ID Cards	Plastic with swipe strip. All dependents listed.
Dependent definition	To end of calendar year in which the dependent turns age 24 if full time student or IRS dependent.
Dependent Verification incurred).	When claim is submitted (after claim is

ALL OTHER BENEFITS AND COVERAGE LEVELS PROVIDED BY UNITED HEALTH CARE DURING THE 2003-04 SCHOOL YEAR SHALL REMAIN UNCHANGED THROUGHOUT THE DURATION OF THIS AGREEMENT.

SECTION 8.01.04 - DENTAL INSURANCE

The Board shall purchase a usual, customary and reasonable dental insurance coverage through a carrier licensed by the State of Ohio, which meets or exceeds the negotiated specifications listed below for each unit member and eligible dependents. The cost of this coverage shall be 100% Board paid.

NOTE: Orthodontic benefits are not subject to an annual deductible.

NO DEDUCTIBLE CALENDAR YEAR DEDUCTIBLE \$25.00

CLASS I PREVENTATIVE & DIAGNOSTIC	CLASS II BASIC RESTORATIVE	CLASS III MAJOR RESTORATIVE	CLASS IV ORTHODONTIA
Routine oral exams once every 6 months	Fillings – amalgams, silicate, acrylic	Inlays, onlays, gold fillings or crown restorations	Full banded orthodontic treatment
Teeth cleaning once every 6 months	Root canal therapy	Initial installation of fixed bridgework	Appliances for tooth guidance
Fluoride treatments once every 12 months	Treatment of gum disease	Installation of partial or full, removal dentures	Appliances to control harmful habits
Emergency pain treatments	Repair of bridgework and dentures	Replacement of existing bridgework or dentures	Retention appliances not in connection with full
	Extractions and oral surgery		

Space maintainers	General anesthesia if medically necessary		banded treatment
Diagnostic x-rays			
Tests & Lab Exams			
100%	80%	60%	60%
Calendar Year Maximum	\$2,500 Per Person		Lifetime maximum Per Person \$1,000

SECTION 8.01.05 - VISION INSURANCE

The Board shall purchase a usual, customary and reasonable vision insurance coverage through a carrier licensed by the State of Ohio, which meets or exceeds the negotiated specifications listed below for each unit member. The cost of this coverage shall be 100% Board paid.

Covered Services	Covered Frequency	Network You Pay:	Non Network The Plan Pays:
EXAMINATION	Every 12 months	\$10 Copayment	\$35
LENSES			
Single Vision Lenses	Every 12 months		\$25
Bifocal Lenses		\$25 Copayment	\$40
Trifocal Lenses			\$55
Lenticular Lenses			\$80
FRAMES	Every 24 months		\$45
CONTACT LENSES			
In place of Lenses and Frames			
Medically necessary (Prior Authorization reg)	Every 12 months	Covered in full	\$210
Elective		Plan pays \$120	\$120

Section 8.01.06 - Work Year Wage Schedule 2013-2014 and 2014 - 2015

Effective with the given unit member's first paid work day of the 2013-2014 and 2014-2015 work year, the hourly wages shall be as follows:

HHEA CLASSIFIED SALARY SCHEDULE

Year	2013-2014	Clerical Clinic Assistants Technology Paraprofessionals
	2014-2015 Paraprofessionals	
	BASE WAGE	BASE WAGE
	\$12.25	\$13.19
0	\$12.25 1.000	\$13.19 1.000
1	\$12.72 1.0385	\$13.66 1.0355
2	\$13.23 1.0800	\$14.19 1.0757
3	\$13.72 1.1200	\$14.68 1.1129
4	\$14.25 1.1635	\$15.19 1.1515
5	\$14.82 1.2100	\$15.76 1.1948
6	\$15.37 1.2550	\$16.37 1.2412
7	\$15.96 1.3030	\$16.94 1.2846
8	\$16.54 1.3505	\$17.53 1.3294
Longevity		
10 th Year	\$17.37 1.4179	\$18.41 1.3960
15 th Year	\$17.87 1.4587	\$18.41 1.3960
20 th Year	\$18.20 1.4854	\$19.29 1.4624
25 th Year	\$18.53 1.5129	\$19.64 1.4887
28 th Year	\$18.85 1.5390	\$19.99 1.5158

HHEA CLASSIFIED SALARY SCHEDULE

<u>Year</u>	<u>2013-2014</u> 2014-2015 Interpreters Computer Technicians
	<u>BASE WAGE</u> \$20.48
<u>0</u>	<u>\$20.48</u> 1.0000
<u>1</u>	<u>\$21.34</u> 1.0422
<u>2</u>	<u>\$22.09</u> 1.0787
<u>3</u>	<u>\$22.95</u> 1.1204
<u>4</u>	<u>\$23.76</u> 1.1600
<u>5</u>	<u>\$24.67</u> 1.2047
<u>6</u>	<u>\$25.54</u> 1.2473
<u>7</u>	<u>\$26.63</u> 1.3002
<u>8</u>	<u>\$27.59</u> 1.3474

Section 8.01.07 - Paid Holidays

Unit members regularly scheduled to work the work day before and the work day after the following holidays shall receive the following days off with pay: New Year's Day; Martin Luther King Day; President's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Friday following Thanksgiving; and Christmas Day.

Section 8.01.08 - Vacation Pay

Eleven and twelve-month unit members shall be entitled to annual vacations as stipulated in the Ohio Revised Code. Unit members shall be permitted to take one (1) week of vacation any time during the student year subject to approval of the given unit member's supervisor.

Section 8.01.09 - Substitute Pay

Employees who work as a substitute in a higher paying classification shall receive the higher rate of pay for all hours worked on the day they substitute. They will work the greater of their regular hours or the hours of the position in which they substitute.

SECTION 8.02 - SEVERANCE PAY

Section 8.02.01 – Board Granted Severance

The Board shall grant severance pay upon proof of retirement from the SERS in an amount to be determined by multiplying the daily rate of the bargaining unit member's base pay, exclusive of supplemental pay, by thirty percent (30%) of the number of days of unused accumulated sick leave at the time of retirement.

Section 8.02.02 – Payment of Severance

Payment will be in a lump sum and will eliminate all accumulated sick leave.

Section 8.02.03 - SEVERANCE ROLLOVER TO 403b ACCOUNT

The severance pay of any unit member age 55 years or older who is retiring after January 1, 2008 will roll-over into a designated 403(b) accumulated leave plan. This agreement is entered into under current IRS regulations. Any change in the regulations, or legal interpretation of the regulations contrary to this agreement will make this provision null and void. In the event that this provision becomes null void the parties shall meet to negotiate appropriate changes.

Section 8.02.04- Application

A unit member, to be eligible for severance pay, must apply to the Treasurer within ninety (90) days following retirement. A unit member, to be eligible for severance pay, must be employed by the Board at the time of filing for retirement.

SECTION 8.03 - INSURANCE

Section 8.03.01 - Health and Hospitalization Insurance

The Board shall offer all unit members the same point of service health/hospital insurance program offered members of the certificated/licensed staff bargaining unit. Program descriptions and specifications will be provided each unit member within thirty (30) days of the effective date of this Contract and as contractual time constraints with the insurance carrier allows, at least fourteen (14) days prior to the unit member having to decide whether or not to participate in the program. The Board shall pay 85% of the premium for this insurance for all participating eight daily hour unit members; 85% of the premium for all participating six to seven daily hour unit members; and 50% of the premium for all participating unit members working less than six hours per day.

Section 8.03.02 - Term Life Insurance

The Board will provide all unit members double indemnity term life insurance with a face value of \$ 50,000 for eight daily hour unit members, \$50,000 for six and seven daily hour unit members; and \$50,000 for all unit members working less than six hours per day.

Section 8.03.03 - Dental Insurance

The Board will provide all unit members the same dental insurance program offered members of the certificated/licensed staff unit members. The Board shall pay 100% of the premiums for this insurance for participating unit members working six or more hours per day; and 50% of the premiums for participating unit members working less than six hours per day.

Section 8.03.04 – Vision Insurance

The Board shall provide Vision Care Insurance at no cost to all unit members.

Section 8.03.05 - SERS Pick-Up Utilizing the Salary Reduction Method

The Board shall designate each unit member's mandatory contribution to the State Employee' Retirement System of Ohio as "picked-up" by the Board, as contemplated by Internal Revenue Service, Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as member's contributions, as permitted by Attorney General Opinion 82-097, in order that the amount of the unit member's income reported by the Board as subject to federal and Ohio income tax shall be the unit member's total gross income reduced by the then-current percentage amount of the unit member's mandatory State Employee' Retirement System and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no unit member's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Employee' Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental contract earnings thereafter.
- B. The parties agree, should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, to return, without penalty, to the former method of employee/employer contribution.
- C. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workman's compensation, shall be based on the unit member's daily gross pay prior to reduction as basis (i.e., gross pay divided by the number of days in a unit member's contract).
- D. Such salary reduction shall not result in a salary, which is less than the salary available under the State minimum salary schedule. Should the reduction calculation result in a salary that is less than the State minimum salary schedule, pro rata reduction shall result, with the employee contributing that portion which falls below such State minimum level.

Section 8.03.06 - IRS Section 125 Flexible Benefit Plan

The Board will offer all unit members participation in the same or similar IRS Flexible Benefit Plan offered members of the certificated/licensed staff bargaining unit.

Section 8.03.07 - Payment in Lieu

The Board shall provide its contractual share of premiums for single/family coverage for health insurance, except that any employee who elects not to have a plan provided to him/her by the Board shall receive an annual payment of not to exceed \$1,200.00 in lieu of the benefit. The "in lieu of" payment for such an employee is to be paid in his/her last pay in October. The "in lieu of" pay amount shall be \$1,200.00 and pro-rated at \$100.00 per month or fraction thereof.

Section 8.03.08 - Health Benefit Committee

The parties to the Contract will form and maintain a joint committee to evaluate and make recommendations to the parties' negotiation teams regarding changes which might be made to protect desired benefits and maintain premium costs.

Section 8.03.09 – Health Care Reopener

If, during the duration of this contract, Health Care Reforms that are currently in legislation affect either the Board or the Association members, the Board or Association may request a reopener to bargain the Sections that involve health care.

ARTICLE 9 – EVALUATION

SECTION 9.01– OBJECTIVE

To assess the total work performance of the unit member.

To facilitate and improve communication and understanding between administration and staff.

To assist the unit member to achieve greater effectiveness in performance of the work assignment and thereby improve the district's program.

To provide an opportunity for the unit member to assess job performance.

SECTION 9.02 – PROCEDURE

By October 1, the employee will receive written notification of which building administrator will be conducting the evaluation.

The evaluation will be conducted annually by June 1.

The evaluation will be based on observable behaviors of the evaluation criteria.

The evaluation form will be used to record the results of the evaluation.

The evaluation will be reviewed with the unit member during the evaluation conference.

The unit member shall have the right to Association representation during the evaluation conference.

If a unit member receives an appraisal of "unsatisfactory" in any of the evaluated areas, an improvement plan will be mutually developed. The improvement plan and methods for measuring improvements made while on the plan will be documented on page two (2) of the evaluation form. After implementation of the plan, an evaluation of the improvements may be requested.

In the event that an agreement cannot be reached on an improvement plan by the evaluator and the unit member, request for third party involvement may be made by either party to assist in the development and implementation of the plan. If a third party cannot be agreed upon, three names will be submitted by both the evaluator and the unit member to the Association President or designee and the Superintendent or designee, the Association President and the Superintendent will select a third party from the names submitted.

The evaluator and the unit member will sign the evaluation form. The unit member signature does not signify agreement but only receipt of the evaluation. A copy of the evaluation will be forwarded to Central Office for the personnel file and a copy given to the unit member at the conclusion of the evaluation conference.

SECTION 9.03 - REBUTTAL AND EVALUATION DISAGREEMENT

The unit member has the right of written rebuttal. The rebuttal will be attached to the completed evaluation form and filed with the evaluation.

In the case of evaluation disagreement between the evaluator and unit member, if mutually agreed upon, an alternate evaluator will be assigned.

If inaccuracies or discrepancies are found in the evaluation, the unit member may request in writing that any portion of the original evaluation be corrected and/or removed. The request, with any relevant evidence, will be submitted to the original evaluator within ten (10) workdays. A decision will be rendered in writing within five (5) workdays, and if necessary, the original evaluation corrected and/or removed.

ARTICLE 10 – STRIKE SETTLEMENT AGREEMENT

ARTICLE 11 - DURATION AND AGREEMENT

SECTION 11.01- DURATION OF AGREEMENT

The term of this contract shall be two (2) years beginning July 1, 2013 and expiring June 30, 2015.

SECTION 11.02- AGREEMENT

In agreement and witness to all of the above, the parties' respective agents place and date their signatures below.

FOR THE BOARD:

[Handwritten signature]

Marie Ann Bernard

[Handwritten signature]

FOR THE ASSOCIATION:

Rebecca White

FORMS

CLASSIFIED STAFF EVALUATION

HUBER HEIGHTS CITY SCHOOL DISTRICT CLASSIFIED STAFF EVALUATION

Name of Employee: _____
 Job Title: _____ Number of Years in Current Position: _____

A. Consider the employee's performance during the last 12 months. Circle the appropriate number on the scale for each area.

QUALITY				
1	2	3	4	5
Many job tasks have to be redone. Has difficulty in getting things right the first time.		Completes most tasks correctly, is conscious of value of quality work. Strives to achieve error-free work.		Rarely has to redo work. Understands and performs top quality work. Consistently meets the requirements.

POSITION KNOWLEDGE				
1	2	3	4	5
Knowledge of job requirement is limited. Required skills are weak. Needs help to handle all but the simplest parts of the jobs.		Has the knowledge and the skills to handle day-to-day job duties. Not always sure of self in unusual areas. Still has some aspects of the job to learn and some skills that should be sharpened.		Expert in job area. Outstanding skills in even the rare aspects of the job.

ATTITUDE				
1	2	3	4	5
Often has negative attitude. Verbalizes negatives frequently.		Accepts most job assignments with enthusiasm. Can adapt readily to pressure situations.		Accepts and completes job assignments. Sets an example for other employees. Verbalizes positive aspects of the job and the school district frequently.

QUALITY OF WORK				
1	2	3	4	5
Has difficulty in completing the day's assignments.		Able to meet deadlines without extra help. Performs in line with job description.		Is an excellent performer in terms of productivity.

TIME MANAGEMENT				
1	2	3	4	5
A poor judge of how to allot time. Frequently misses deadlines. Does not accomplish or plan much.		Usually plans time well and meets commitments. Does not always provide for the unexpected. Gets job done within normal time limits. Sometimes falls behind schedule.		Uses time extremely well. Rarely misses a deadline. Handles extra time demands in stride.

HUBER HEIGHTS CITY SCHOOL DISTRICT
CLASSIFIED STAFF EVALUATION

Name of Employee: _____

INTERPERSONAL RELATIONS

1	2	3	4	5
Not an effective communicator. Lacks insight and enthusiasm. Rude in dealing with others.		Basically a good communicator. Easy manner of speaking. Tactful in dealing with others.		An excellent communicator. Has exceptionally good social skills. Has keen insight into people. Able to maintain a positive rapport with others.

INITIATIVE

1	2	3	4	5
Only meets minimum requirements. Requires close supervision and direction.		Requires minimal supervision. Usually will proceed with tasks in supervisor's absence.		Works extremely well independently. Anticipates additional needs and starts preparatory work.

JOB SKILLS

1	2	3	4	5
Needs assistance in many skill areas. Must frequently ask for help in order to perform job.		Has adequate skills required. Could benefit from additional training in some areas.		Possesses superior job skills. Stays abreast of new development to increase efficiency.

1. List specific areas which need improvement: _____

2. Describe a mutually agreed upon plan for improving unsatisfactory areas: _____

3. List methods for measuring improvements which are made: _____

4. List specific strengths exhibited by the employee: _____

HUBER HEIGHTS CITY SCHOOL DISTRICT
CLASSIFIED STAFF EVALUATION

Name of Employee: _____

5. Is employee well suited for type of work being performed?

YES _____

NO _____

If NO, EXPLAIN _____

DEFINITION OF TERMS

- 5 Distinguished: Consistently exceptional
- 3,4 Proficient: Usually meets or surpasses standards of the Huber Heights City School District.
- 1,2 Unsatisfactory: Occasionally or does not meet up to standards of Huber Heights City School District.

The evaluator and the employee will sign the evaluation form. The Employee signature does not signify agreement but only receipt of the evaluation.

Evaluator's Signature Date

Employee's Signature Date

GRIEVANCE FORM

Name _____ Position _____

School Building(s) _____

Appropriate Administrator _____

Statement of grievance specifying the date of occurrence, and the provision(s) of the negotiated agreement that were allegedly violated: _____

Remedy Sought: _____

Date Filed: _____ Grievant's Signature: _____

Step Two - Formal Response:

Date: _____ Signature: _____

Step Three – Response:

I am appealing the decision rendered at Step Two because _____

Date: _____ Grievant's Signature: _____

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