



AGREEMENT

BETWEEN

THE HUBER HEIGHTS CITY SCHOOLS CHAPTER

OF

**OHIO COUNCIL 8, AFSCME,
DAYTON PUBLIC SERVICE UNION
LOCAL #101**

AND

**HUBER HEIGHTS CITY SCHOOL
BOARD OF EDUCATION**

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ARTICLE 1

RECOGNITION

Huber Heights City Board of Education, hereinafter referred to as the Board, recognizes Ohio Council 8, American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, Dayton Public Service Union, Local 101, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for all bargaining unit members as defined below:

All non-certified employees in the Custodial, Transportation, Maintenance, and Nutrition Service Departments, excluding administrative and/or supervisory employees, substitutes, and temporary workers.

Except to the extent modified by this Agreement, it is agreed that the Union recognizes that the Board has the sole responsibility for the management and control of the operation of the school district and that the Board retains all of the authority granted to it by law including the right to manage, direct and control its operations, and to make reasonable rules and regulations that do not conflict with or revoke any section of this contract.

ARTICLE 2

MANAGEMENT RIGHTS

The Association recognizes that the Board has the sole responsibility for the management and control of the Huber Heights City School District and that the Board is specifically vested by the law with the authority and responsibility of making the rules and regulations by which the School District will be governed. The Association agrees that, unless such authority is specifically limited by a specific provision of the agreement, the Board has and retains all of its rights and authority to manage and control the School District which the Board of Education possesses including the following management rights:

1. Determine matters of inherent managerial policy as provided in the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as function and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
2. Direct, supervise, evaluate or hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means or personnel by which the school district operations are to be conducted;
5. Discipline, non-renew, demote, terminate for just cause, layoff, recall, transfer, assign, schedule, promote or retain employees; the superintendent may suspend a bargaining unit member without pay for just cause.
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district;
8. Effectively manage the work force in all aspects;
9. Take action to carry out the mission of the school district;
10. Make the rules and regulations by which the students and employees Of the Board will be governed.

The parties agree, notwithstanding any provision of R.C. 4117.08, that the Board of Education may exercise any right or authority retained by it, pursuant to Article 2 of the contract and by Ohio law, which is not specifically limited by the terms of this agreement, without bargaining with the Association with respect to the exercise of such right or authority, except that the Board shall bargain with respect to the effect of such exercise of authority may have on wages and working conditions.

The union agrees that in the event a dispute arises during the term of this agreement over whether the Board has a duty to bargain over the exercise of a management right either permitted by the terms of this agreement or retained as a result of the provisions of this article, the grievance procedure established in this agreement shall be the sole and exclusive procedure for resolving such a dispute.

ARTICLE 3 DUES DEDUCTIONS

Section 1. The Board shall deduct regular monthly union dues in an amount certified by the Union, on a biweekly basis, from the wages of employees who individually and voluntarily authorize such deductions in writing. There shall be only one change in the amount deducted by the Board per calendar year (January through December).

All deduction authorization forms shall be channeled through the Chapter Chairperson, or a designated representative, to the Treasurer. The Treasurer shall notify the Chapter Chairperson of any revocations.

The Union shall hold the Board of Education harmless from any liability arising out of any action taken by it or omission by it in compliance with or in attempt to comply with the provisions of this section.

Section 2. All employees in the bargaining unit who, sixty (60) days from the date of hire are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09©) of the Ohio Revised Code with an exception of the following:

Bargaining unit employees whose hire date precedes April 29, 1995 and who are not members of the Union on that date. Should these "grand fathered" employees become Union members at any time after the effective date of this agreement, they will lose this exemption and be required to pay the fair share fee.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee shall be certified to the Board by a representative of Ohio Council 8.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and federal law. In addition, the Union will provide the Board's designated representative for collective bargaining with a copy of the Union's fair share fee procedure. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this agreement.

Section 3. The Board shall provide with each deduction of dues and fair share fees, the following information:

- A. An alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member, and the amount deducted; and
- B. An alphabetical list of fair share fee employees from whom deductions were made, the name, address, social security number of each employee and the amount deducted.

Section 4. AFSCME P.E.O.P.L.E

The management agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to A.F.S.C.M.E./P.E.O.P.L.E. Department, 1625 L Street, NW, Washington, DC 20036 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. All deductions shall be transmitted no later than fifteen (15) days following the end of the pay period in which the deduction is made.

ARTICLE 4 COVERAGE

The Union shall have sole and exclusive bargaining rights for all employees in the bargaining unit covered by this Agreement on the following subjects:

- | | |
|-------------|--------------------------|
| A. Wages | C. Fringe Benefits |
| B. Hours | D. Working Conditions |

ARTICLE 5 NON-DISCRIMINATION

Section 1. There shall be no discrimination or intimidation by the Board or the Union against any employee as a result of, or because of such employee's race, color, creed, sex, national origin, age, handicap, membership in the Union, or non-membership in the Union.

Section 2. There shall be no coercion or intimidation by the Board, the Union, or any employee against each other in the labor management relationship.

Section 3. Employees shall have the right to file a grievance on non-discrimination and appeal it through Step 3 of the grievance procedure. Notice of intent to arbitrate a non-discrimination grievance must be given in writing to the other party within sixty (60) calendar days after the receipt of the Superintendent or his/her designee's written response, and the difference or complaint shall be stipulated in the letter or notification. Should the parties proceed to arbitration, the employee shall have waived his/her right to file the same complaint with the State Employment Relations Board (SERB), Ohio Civil Rights Commission (OCRC), or the Equal Employment Opportunity Office (EEOC).

ARTICLE 6

UNION BUSINESS

Section 1. The Union may select one (1) steward for each department and one (1) alternate steward for each department. The alternate steward may act in behalf of the steward when the steward is unavailable. The department in which the steward and alternate steward work shall be their area of permissible activity.

Section 2. The Union may select one (1) chapter chairperson/chief steward and vice chairperson. The chapter chairperson/chief steward and vice chairperson shall have the same privileges as stewards in their respective departments.

Section 3. One union representative shall be allowed reasonable time without loss of pay to investigate a grievance, or consult with the Board in processing a grievance if he/she first receives permission from his/her supervisor. Such permission will not be unreasonably denied.

Section 4. Upon written request, the Board shall provide the Chapter Chairperson with a list of new employees, within five (5) working days after receipt of the request.

Section 5. The Staff Representative may consult with employees in an area designated by a supervisor before the start of, and at the completion of, the day's work and, with the consent of the supervisor, shall be permitted access to an area designated by a supervisor at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes, and carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with. The consent of the supervisor shall not be unreasonably withheld.

Section 6. The Employer shall grant to the Union a total of three (3) paid days per contract year to be used by Union members to attend Union functions such as training classes, seminars, educational meetings, conferences or conventions. Any unused days may be carried over into the next year. Such days may be taken in two (2) hour increments.

ARTICLE 7

DISCIPLINARY PROCEDURE

Section 1. The Board of Education or its designee may suspend, demote, or terminate an employee for violation of written rules and regulations as set forth by the Board of Education or its agent, for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.

Whenever necessary to discipline any employee, Management agrees to do so in private. Options for progressive discipline may include, but not be limited to: verbal reprimand, written reprimand, three, five, and ten day suspensions, demotions or termination.

Progressive discipline may not be appropriate in all situations. In severe cases, immediate suspension may be deemed necessary and is subject to grievance procedures outlined below.

Section 2. At any time a supervisor conducts a pre-disciplinary or disciplinary meeting with an employee, the employee shall have the right to have a representative present. The supervisor retains the right to conduct an immediate hearing on the matter, provided the employee is informed of his right to have a representative present, and a representative is present as requested. The supervisor and the employee will have the right to request the presence of a representative in any case involving discipline. Discipline will be only for just cause.

Section 3. Any time the disciplinary action may result in loss of wages, the employee is entitled to review the charges against him/her prior to the hearing. Such charges shall be given to the employee in writing at least 24 hours prior to the hearing.

Section 4. The immediate supervisor must put the results of any disciplinary meeting in writing and give to all parties involved. Written recaps of verbal reprimands will not become part of the employees personnel file. Written recaps must be given within 2 calendar days unless mutually agreed upon.

Section 5. If a written recommendation from the immediate supervisor to suspend, for more than three days, demote or terminate the employee is given, the employee shall have the right to begin the grievance procedure at Article 8, Section 6, STEP 2. This must be done within 7 calendar days unless mutually agreed upon.

Section 6. If the grievance process has not resolved the issue, the employee has the right to meet in executive session with the Board of Education prior to their action upon

Section 6. Steps to the Grievance Procedure

STEP ONE: Any employee having a grievance shall first, within seven (7) calendar days of the alleged grievance, discuss the matter with his/her immediate supervisor. The employee shall inform the supervisor that the discussion is Step One (1) of the grievance procedure.

Group grievances, in this step, shall be presented in the first instance to the lowest ranking supervisor common to all employees in the group. If a group grievance is not satisfactorily settled in this step, the procedure defined in Step Two (2) shall be used.

STEP TWO: If the discussion does not resolve the grievance to the satisfaction of the Employee, such employee shall have the right to lodge a written grievance with his/her immediate supervisor. If the grievance is not lodged within seven (7) calendar days of the informal discussion, Step One (1), said grievance shall no longer exist. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted, or misapplied. A copy of such grievance shall be filed with the immediate supervisor. The immediate supervisor shall schedule a hearing, if requested, at a mutually convenient time, within seven (7) calendar days after receipt of the written grievance. The aggrieved employee shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by counsel or by a representative of his/her Union. The immediate supervisor shall take action on the written grievance within seven (7) calendar days after the conclusion of said hearing.

The action taken and the reason for the action shall be reduced to writing and copies sent to the employee and the Superintendent.

STEP THREE: If action taken by the supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent or his/her designee within seven (7) calendar days of the receipt of the Step 2 decision. A hearing shall be conducted by the Superintendent or his/her designee within seven (7) calendar days after receipt of the appeal. The aggrieved employee shall have the right to be represented at such hearing by Counsel or by a representative of his/her Union.

The Superintendent or his/her designee shall respond to the grievant and Union within seven (7) calendar days following the conclusion of the hearing. If the action taken by the Superintendent or his/her designee does not resolve the grievance, the Union may appeal the grievance to the Arbitration Procedure if arbitrable.

Section 7. Arbitration

- A. Notice of intent to arbitrate a grievance must be given in writing to the other party within seven (7) calendar days after receipt of the Superintendent or his/her designee's written response, and the difference or complaint shall be stipulated in the letter of notification. Within fifteen (15) calendar days after receipt of the notification of intent to arbitrate, the Superintendent of Schools or his authorized representative and not more than two (2) other representatives of management, the Staff Representative and not more than two (2) other representatives of the Union, and the grievant shall meet for the purpose of attempting to resolve this dispute.

- B. If no agreement is reached at this meeting, a joint letter requesting Federal Mediation and Conciliation Service (FMCS) to submit the names of five (5) arbitrators will be signed and mailed. Upon receipt of such names, the Union and the Board shall alternately cross off one name until one name remains, that person being selected as the arbitrator. A date for arbitration shall be set as soon as possible.

In all grievances when an interpretation of this Agreement, a definition of terms, or discharge for disciplinary reasons discipline is the basis for the dispute, the arbitrator's decision shall be final and binding for all parties participating. Pre-arbitration grievance settlements shall not necessarily establish a precedent for future relationships between the Union and the Board. Both the Board and the Union shall share equally in the expense and fees of the arbitrator.

The arbitrator shall neither add to nor subtract from or modify the language of this Agreement.

The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her. Further, the arbitrator shall not submit observations or declarations of opinion which are not directly essential in reaching the decision. The

Section 6. Consultants

Either party may call upon professional and law consultants to assist them during negotiations. The expense of such consultants shall be borne by the party requesting them. Consultants shall not be considered part of the negotiation team as described under Section 3 of this article.

Section 7. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initials shall not be considered binding nor as a final agreement by the parties, and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiation process. If agreement is reached on the matters being negotiated, the agreement of the parties shall be reduced to writing and submitted to the Union for approval. When approved by the Union membership, the agreement will be submitted to the Board of Education for ratification. When ratified by both parties, then said contract shall be signed and become procedure for both parties to live up to for the duration of the contract.

Section 8. If either the Union or the Board of Education rejects this agreement, both parties resume negotiations to resolve the matter.

Section 9. Impasse

If an impasse is reached by the Union and the Board, a request for assistance shall be submitted to the Federal Mediator within five (5) work days after such impasse.

Section 10. The same negotiating committee for the Union and for the Board shall be the committee that continues negotiations with the assistance of a Federal Mediator.

Section 11. If, after twenty (20) days from the first meeting with the Federal Mediator, or upon such other date mutually agreed upon, the parties remain at impasse, the impasse procedures of the contract shall be deemed to have been completed. After completion of the impasse procedures, and provided the contract has expired, the Union may exercise its right to strike as provided in Chapter 4117 of the Ohio Revised Code and the Board may implement its last offer. It is agreed that this impasse procedure shall be substituted for and replace the impasse procedures contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 10

NO STRIKE / NO LOCKOUT

Section 1. It is agreed that during the life of the Contract, there shall be no lockout on the part of the Board, nor any strike, stoppage, a slowdown or other interruption of work for any cause whatsoever by the employees or the Union.

Section 2. The Union agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the life of this Contract. On the contrary, the Union will actively discourage and publicly denounce any strike, stoppage, slowdown or other interruption of work in violation of this Contract.

Section 3. Any unauthorized strike, stoppage, slowdown, or other interruption of work during the life of this Contract shall constitute cause for discharge or other disciplinary measures of the employee or employees who actively participate therein or are responsible therefore.

ARTICLE 11

LABOR MANAGEMENT COMMITTEE

In the interest of sound employee relations, a joint committee composed of at least one member of each department for the Board and at least one representative from each department for the Union, unless otherwise agreed. The committee, half of whom shall represent the Board and half of whom shall represent the Union, will convene from time to time for the purpose of discussing subjects of mutual concern, not subject to the grievance procedure set forth in this Contract.

Such meetings will be called when mutually agreed upon by the Board and the Union. Such request will not be unreasonably denied by either party.

It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. All matters discussed shall be put in writing within five (5) working days.

A Union representative and a Board representative shall alternately chair the meetings. Each party shall submit to the other, at least five (5) working days prior to the meeting, an agenda of items which such party desires to discuss in the meeting.

ARTICLE 12

SENIORITY

Section 1. System Seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire. Time on layoff shall not constitute a break in employment for seniority purposes.

Section 2. Job Classification Seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Employees who leave the bargaining membership and return shall not accrue seniority while employed outside the bargaining unit. For purposes of classification seniority, there shall be the following classifications:

1. Building Maintenance
2. Maintenance Assistant
3. Head Custodian
4. Custodian
5. Warehouse person
6. Delivery/Messenger
7. Bus Maintenance
8. Bus Driver
9. Bus Aide
10. Nutrition Service
11. Cook

For purposes of this section, temporary and seasonal employees shall not accrue seniority.

Section 3. A seniority list of all employees represented by the bargaining unit will be provided to the Chairperson of the Union, upon written request, within ten (10) calendar days.

ARTICLE 13

JOB POSTINGS / PROMOTIONS

If the Board determines to fill a vacant position, except during a period when employees with job classification seniority are on layoff, such permanent position shall be posted and filled as follows:

Section 1. A notice shall be posted in each building at employee reporting work sites, advising employees of the vacancy. Such posting shall be for a seven (7) calendar day period, excluding the date posted, and a copy of the posting shall be sent

to the Union. During the posting period, employees desiring to be promoted or reassigned to such a vacancy may make application in the manner requested by the Board. "Promotion" and "reassignment" are defined as follows:

- A. "Promotion" shall mean a move from a lower paying position to a higher paying position.
- B. "Reassignment" shall mean a change in position within the same classification.

Section 2. The posting shall include but is not limited to the following information:

- A. Title of position vacant
- B. Location and shift
- C. Wage range
- D. Hours of work per day
- E. Date position is to be filled
- F. Date of posting

Section 3. In the filling of such vacancies, the Board shall give consideration to the employee's physical qualifications, his/her ability to do the work required, the quality of his/her prior service, the length of his/her service, and other factors affecting merit. Before filling the vacancy from applicants outside the bargaining unit, the Board will first consider employees within the bargaining unit with the present skill, ability, and physical fitness to perform the job as determined by management.

Section 4. Within ten (10) days following the screening of applicants and receipt of the applicants background check, the vacancy will be filled by a qualified applicant, as determined by the Administration.

Section 5. An employee permanently changed to a district job classification either inside or outside of the Union, shall have a probationary period of sixty (60) days and may return or be removed after forty-five calendar days and return to his/her former job classification. If an employee returns to a previously held classification within the sixty (60) day calendar period, there will be no loss of departmental seniority. The employee shall have no right of appeal, nor do provisions of Article 14 apply. A temporary employee will fill the former position until the sixty (60) calendar day probation is completed. If the employee is returned to his/her former position within the sixty (60) calendar day period, the temporary employees will be released. Upon completion of the probationary period, on the 61st day, the former position will be posted to be filled.

Section 6. If a bargaining unit employee is not selected, the employee shall receive, upon request, a written statement as to the reason(s) for rejection. Such statement shall be provided to the employee within seven (7) calendar days from the date of

request. If the Board determines not to fill a position after it has been posted, the Union shall be notified in writing.

Section 7. This Article on Job Postings/Promotions applies to vacancies in the Transportation Department after procedures for filling vacant positions described in Article 21 on Bus Transportation have been exhausted.

ARTICLE 14 LAYOFF AND RECALL

Section 1. Layoff

If, in the judgment of the Board, layoff becomes necessary in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such layoff:

- A. The number of people affected by reduction in force will be kept to a minimum by not employing replacements, in so far as practical, of employees who resign, retire, or otherwise vacate a position.

- B. Whenever it becomes necessary to lay off employees for reasons as stated above, affected employees shall be laid off according to seniority within the classification affected by the layoff, with the least senior employee laid off first. Job classification seniority shall be defined pursuant to Article 12, Section 2. An employee shall retain job classification seniority in each classification in which he/she has worked for the period of time the person has been continuously employed by the Board. Authorized paid leaves of absence constitute a year of service for seniority purposes.

- C. The following classifications shall be used for the purpose of defining classifications in the event of layoff:
 - 1. Building Maintenance 7. Bus Maintenance
 - 2. Maintenance Assistant 8. Bus Driver
 - 3. Head Custodian 9. Bus Aide
 - 4. Custodian 10. Nutrition Service
 - 5. Warehouse Person 11. Cook
 - 6. Delivery/Messenger

- D. The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off.

- E. Prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place, a list containing names, seniority dates, and classifications of employees who are to be laid off.

Section 2. Reinstatement

For the classification in which layoffs occur, the Board shall prepare a reinstatement list, and the names of all employees who have been suspended shall be placed on a reinstatement list in the reverse order of layoff. Reinstatement shall be made from the list before any new employees are hired in that classification. It is the responsibility of the laid off employee to provide the Board a current mailing address.

- A. Vacancies which occur in a layoff classification shall be offered to the employee standing highest on the recall list, and must be accepted within ten (10) days of receipt of notice. Any employee who declines reinstatement or fails to respond within ten (10) days of receipt of notice of recall shall be removed from the reinstatement list.
- B. The notice of recall shall be made by certified mail to the last address on file with the Superintendent. If the notice is refused, unclaimed, or not deliverable, the employee will be deemed to have declined reinstatement ten (10) days after postal delivery by certified mail was attempted.
- C. The employee's name shall remain on the recall list for a period of twenty-four (24) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority.
- D. When two or more affected employees have identical classification seniority, the employee with the least district seniority shall be laid off first. When two or more effected employees have identical district seniority, the employee with the most recent date of application shall be laid off first.
- E. An employee who has been laid off and is on the recall list shall not earn service credit for placement on the salary schedule during the period of time he/she is laid off.

Section 3. Bumping

An employee who is to be laid off pursuant to this provision and who has been employed by the Board in another job classification and has continuously been an

employee of the Board since last working in the other classification, shall have the right to bump into any other job classification in which he/she has worked for the Board provided his/her seniority in the job classification into which he wishes to bump is greater than an employee working in that job classification at the time the bumping right is to be exercised.

For purposes of this Article, Building Maintenance and Maintenance Assistant classifications shall be considered one classification.

An employee wishing to exercise his/her bumping rights must do so in writing within five (5) days of his/her being notified of his/her layoff.

If it becomes necessary to layoff permanent members of the bargaining unit pursuant to this provision, the Board agrees that supervisory personnel shall not be permitted to bump into bargaining unit positions unless Ohio law requires they be permitted to do so. Except for demotions resulting from discipline, employees may bump into higher classifications pursuant to this section.

ARTICLE 15 PROBATIONARY PERIOD

New employees will serve a 365 calendar-day probationary period. If the Board elects to retain a probationary employee, the employee will be offered continuing employment. A probationary employee may be discharged by the Board at any time during his/her probationary period, and the employee shall have no right to appeal, nor do the provisions of Article 8 apply. The length of the probationary period may be extended with the consent of the Union and the Board.

ARTICLE 16 TRANSFERS

Section 1. A transfer shall be defined as a change from one location and/or shift to another location and/or shift within the same job classification. Only one (1) temporary transfer will be allowed per year to a position.

- A. Permanent transfers requested by an employee shall be limited to one (1) transfer within a two (2) year period from the date of the original transfer, unless otherwise mutually agreed.
- B. Management may make permanent transfers as it deems beneficial. No employee will be permanently transferred without all parties involved

meeting to discuss the reason for, and possible alternatives to, the transfer.

- C. An employee may exercise his/her job classification seniority to permanently transfer within the classification when a vacancy exists. Selection will be based on the employee requesting the permanent transfer, in writing, to the personnel office or designee. The employee with the greatest amount of job classification seniority shall be awarded the permanent transfer, providing he/she possesses the present ability and physical fitness, as determined by the administration, to perform the job.

Section 2. Temporary Transfer

The Board shall have the right to temporarily transfer employees within their job classifications from their regular permanent job locations or shifts to other locations or shifts. Such temporary transfers shall not be made for periods in excess of thirty (30) work days during any year.

Time limits in this section may be extended with mutual consent of the employee, the Union, and the supervisor. Such consent will be in writing and signed by the employee, the supervisor, and the Union, with a copy given to the employee.

Section 3. This provision does not apply to the transportation classifications.

ARTICLE 17 JOB DESCRIPTIONS

The Board will provide employees job descriptions at the time of initial employment and at other times upon request. The Union also shall be notified of any and all changes to job description and/or duties.

Job descriptions for each job classification will be published by the employer.

ARTICLE 18 EVALUATIONS

Employees shall be evaluated periodically. It will be required that the supervisor will read and explain remarks contained in the evaluation, and provide the employee with a copy of such form, signed by the supervisor and the employee.

An employee receiving an overall rating of unsatisfactory may have the right to place a rebuttal in his/her personnel file.

ARTICLE 19 PERSONNEL FILES

Section 1. Personnel record files will be available for inspection by the employee by appointment. Records shall be examined in the Superintendent or his/her designee's office and shall not be removed from the immediate area. The employee may request a copy of material in his/her file, following examination of said file.

Section 2. The Board shall comply with the provisions of the Ohio Revised Code, Chapter 1347, and Personnel Information Systems. Employees shall be able to request removal of any item contained in the file through the process outlined in ORC, Chapter 1347.09. Any written request for removal shall be directed to the Superintendent or his/her designee in charge of non-certified personnel.

Section 3. Copies of evaluations and any derogatory material which is to be placed in the employee's file shall be shown to the employee prior to its placement in the file. The employee shall initial the material indicating that he/she has seen it. If the employee refuses to initial the material, it may be placed in the file without the employee's initials. Employees shall have the right to enter a written rebuttal of any statements contained within the file, and it shall be attached to the relevant material. Contents in the file may be listed by the employee on a form which will be provided for the inspection. Both the employee and the Superintendent or his/her designee shall sign and keep a copy of the form.

ARTICLE 20 BULLETIN BOARD

The Union shall be permitted use of the bulletin boards designated by the building principal in each school building for the posting of notices concerning official Union business.

The Union shall be permitted use of the school system mail service for the distribution of notices to be posted in the schools. It will be the responsibility of the Union to post its notices.

In addition, the Union will be permitted to use the school system's copiers at times when they are not in use for school purposes provided the amount of copies run by the Union is reasonable.

ARTICLE 21 : BUS TRANSPORTATION

Section 1. Field Trips

A ten (10) minute safety inspection period will be allowed for a safety check on days when school is in session for those drivers driving a bus other than their regularly assigned bus. On days when school is not in session, a thirty (30) minute safety inspection period shall be allowed. A fifteen (15) minute period to clean the bus shall be allowed after arrival at the bus parking lot.

A. Definitions

1. Regular field trips. Regular field trips are those not defined below as Special, Emergency, or Summer field trips.
2. After Hours Field Trips. On field trips that occur after 5:30pm on days school is in session, drivers will be permitted five (5) minutes pull-out time and five (5) minutes of travel time to arrive at departure point.
3. Overnight field trips. Overnight field trips are those where the bus driver is required to remain on or with a field trip overnight. The advisor will designate the starting and ending time of the trip.
4. Emergency field trips. Emergency field trips are those field trips where the transportation request can't be put onto the current or next field trip list due to the departure date.
5. Summer field trips. Summer field trips are those field trips scheduled to occur during the summer months, beginning at the end of the current school year (Huber Heights School Schedule) and ending on the first day of the school for Huber City Schools.
6. OWE. An "Owe" is given to a driver who was assigned a field trip and it was cancelled. The "owe" is then applied to the next available weekly field trips posting where the driver gets to bid first on field trips. (Any cancellations after Tuesday when trips are posted will be added to the following week and not the current week.) This does not include emergency trips that are cancelled, they do not qualify for an "owe" at any time.

B. Field Trip Lists.

The Field Trip list will contain the names of all full time bus drivers and aides. It is the responsibility of the driver and aide to sign up for field trips on a weekly basis if they are interested. Under no circumstances can another person sign another person up for a field trip. A rotating seniority list shall be maintained with the names of employees on the list. Field trips will be assigned to bus drivers and aides as follows:

1. Regular field trips. Field Trips, (Days, Nights & Weekends, Sundays & Holidays, and Overnight Trips) for each week will be posted on Tuesday morning around 9:30 a.m. by the transportation supervisor or his designee. The posting will contain the date, day of week, departure time, approximate return time, and organization taking the trip. Bus drivers will have until 10:00 a.m. on Thursday of the same week to sign up for field trips and indicate their preference of first choice, second choice, third choice, etc. Transportation or designee will assign field trips to bus drivers based upon (1) rotating seniority basis; (2) the driver's indicated preferences and availability based on the regular route the driver has selected. As a driver is selected, or declines a field trip, his/her name will be moved to the bottom of the seniority list. Field trips unselected by drivers by 10:00 a.m. on Thursday will be filled by the supervisor or designee at their discretion. Field trip assignments will be posted as close to 10:00 a.m. on Friday as possible.

Under no circumstances are drivers or aides allowed to sign up for field trips for another driver and or aide; you are only allowed to sign up for yourself.

2. Emergency field trips. All full time bus drivers and aides interested in being considered for Emergency field trips need to sign the "Emergency Field Trip List" at In-Service Training to be considered for any Emergency Field Trips. Any field trips received by the transportation department that are less than 24 hours from the departure time, will be filled by the transportation supervisor or designee at their discretion. Once a driver is selected for an Emergency Field Trip, his/her name will be moved to the bottom of the seniority list. Drivers can't be chosen for an emergency field trip if the times conflict with their regular bus route selection.

3. Summer field trip Opportunities. Summer field Trips will begin after Huber Heights City School is out of session. Field Trips for each week will

be posted on Tuesday morning around 9:30 a.m. by the transportation supervisor or his designee. The posting will contain the date, day of week, departure time, approximate return time, and organization taking the trip. Bus drivers will have until 10:00 a.m. on Thursday of the same week to sign up for field trips and indicate their preference of first choice, second choice, third choice, etc. Transportation or designee will assign field trips to bus drivers based upon (1) rotating seniority basis; (2) the driver's indicated preferences and availability based on the regular route the driver has selected. As a driver is selected, or declines a field trip, his/her name will be moved to the bottom of the seniority list. Field trips unselected by drivers by 10:00 a.m. on Thursday will be filled by the supervisor or designee at their discretion. Field trip assignments will be posted as close to 10:00 a.m. on Friday as possible.

Under no circumstances are drivers or aides allowed to sign up for field trips for another driver and or aide; you are only allowed to sign up for yourself.

4 Summer Work Opportunities. A summer work opportunities list will be started in May of each year. All individuals interested in summer work **MUST** sign up on the "Return to Work Form" to be considered. Sign up will start two weeks before the end of school and ends on the last day of school, based on the Huber Heights City School Schedule. The selection process will be the same as that used for field trips in Article 21, Section (B)(1).

Any replacement worker who is called in to replace a summer worker will remain in that position for the duration of the scheduled assignment except for the following; 1) hospitalization (which would require a release from your doctor to return to work.) 2) Death in the family that is qualified in the contract. If the missed work is due to one of the two listed above, the worker will be allowed to return to work the completion of the scheduled assignment.

5. In the event that a field trip time is split by a p.m. route, it will be considered as two (2) separate field trips.

6. If the driver is present for the morning and/or afternoon scheduled route or is absent due to a verified medical appointment or approved personal leave for the driver or his/her immediate family, he/she may drive

his/her scheduled field trip. The same will apply for weekend and holiday field trips.

7. In the event of cancellation, the driver whose trip is canceled will receive an "owe" and be first for selecting field trips the next available field trip listing for: days, nights & weekends, Sundays & Holidays, and Overnight trips they were cancelled from. If a trip is cancelled and the driver is not notified of the cancellation prior to reporting to the trip pick-up location, the driver will be paid for the estimated time on the field trip sheet not to exceed eight (8) hours.

8. If multiple drivers are scheduled for a field trip and the trip is downsized, the last person scheduled for the trip will be removed from the schedule provided that he/she is given prior notification. He/She will be placed on the next list for field trip selection.

9. If multiple drivers are scheduled for a field trip and the trip is downsized but prior notification is not given, the first person that signed up for the field trip will be sent home with pay.

Section 2. Emergency Field Trips

1. Emergency Field Trips are trips that become available through the course of a week that were not otherwise scheduled or filled. These are separate from Regular Field Trips that are scheduled. While it will still be at the sole discretion of the Transportation Supervisor and/or designee to fill Emergency Field Trips, the following procedure will be used:

- 1) Once a driver accepts an Emergency Field Trip assignment, the Transportation Supervisor and/or designee will attempt to use other drivers who signed up for Emergency Field Trips before allowing this driver to receive another Emergency Field Trip, unless because of drivers' schedules, it becomes necessary to use the same driver again.
- 2) Additionally, current bus routes will not be altered to allow for one driver to cover another driver's route in order for him or her to transport for an Emergency Field Trip.

Section 3 Bus Route Selection

1. Drivers will begin the school year by driving the previous year's route.
2. The route selection will occur no later than the 2nd Saturday in September or a mutually agreed upon date.
3. Routes will be posted two (2) days prior to route selection day.
4. Drivers and aides wishing to bid on routes shall appear and bid on the posted routes in order of seniority. Drivers and aides will review the route list individually in separate areas for up to ten (10) minutes and make their selection.
5. Bus drivers may opt for a route different than the one they were driving; however, the bus will remain on the current route.
6. In-late, home-early special needs routes will be assigned by seniority to a current special needs driver not to exceed eight (8) hours. On any pre-school, home early, add ons, the aide position for these routes shall be posted and bid on. All drivers and aides may bid on these routes. The routes will be filled by system seniority. This is a "pilot" program for the first semester of the 2013-2014 school year.
7. If an employee is unable to be present on the bid date, he/she can indicate his/her preference in writing to a designated driver or aide of the employee's choice. The designee may then bid for the absent employee in accordance with that employee's seniority.
8. Any bus route that becomes available after the start of the school year or newly established after the start of the school year shall be posted for seven (7) calendar days in order for any interested and eligible bus driver to bid on it. However, routes that become vacant after March 1 of each year will not be posted and, instead, will be first offered by seniority to those bus aides with CDL's who are not currently driving another bus route. If no bus aide elects to drive the vacant bus route, it will be filled by a substitute driver until the end of that school year.
9. At route selection time, each route sheet will display the times drivers will be able to take field trips for specific routes. These times will assist

drivers in making their decisions on which route to take and designates the earliest and latest times field trips may be taken. Route times may have to be adjusted through the year due to changes in ridership for each route. If times are changed that will affect the field trip eligibility times, the driver will be notified of the new times.

Any driver that signs up for field trips they are not eligible for will be subject to the discipline listed below. In addition, if they do get assigned one of these trips, they forfeit the field trip with no further recourse by any employee towards management.

1. First Offense – Verbal reprimand
2. Second Offense – Removed from all field trips for one week
3. Third Offense – removed from all field trips for the remainder of the year.

Section 4. Route Time and Selection

The time posted for each route shall be determined by the transportation department prior to the beginning of the school year. Drivers and bus aides will be paid hourly wages. It is understood that drivers who have routes serving schools which are not part of the Huber Heights City Schools (HHCS) system shall drive their non-HHCS portions of their route even when HHCS are not open.

- A. Route Challenges and Changes. After the first thirty (30) work days of school each year, a driver or supervisor may challenge the amount of time each route was posted at for the year.
 1. In the event of a challenge, the driver and supervisor will drive the route together, under normal working conditions, to determine if a change of time is justified.
 2. Only one challenge by the school or driver shall be permitted each school year. If an increase or decrease in the original route has been made during the school year, the driver or supervisor may request a new time study. Any change to a driver's posted time per this section will be considered when calculating the driver's pay to be effective on the first full pay period following the effective date of the change.
- B. If the Board reduces or eliminates transportation services to a group of students, the posted time will be reduced accordingly. Employees whose posted time has been reduced shall not have their hospitalization and

dental benefits reduced for a period of eighteen (18) months following the reduction.

- C. Employees who select routes with fewer hours on the Route Pick selection day will have his/her insurance/benefits adjusted as stated in Article 33.
- D. Drivers will select only routes. The Transportation Supervisor will assign buses.

Section 5. Pre-School Runs

- A. Preschool routes shall be assigned in seniority order, except an employee may not accept a preschool route if that route will conflict with his/her regular route assignment or the preschool route when added to the drivers regular route will result in a driver being scheduled to drive more than eight (8) hours in a day or forty (40) hours in a week. However, if a driver selects routes that initially do not exceed eight (8) hours per day, and at a later date do exceed eight (8) hours per day, the preschool route will not be taken from the driver. Adjustments can be made by the supervisor whereas the adjustments to AM and PM routes do not reduce the route below eight (8) hours per day.
- B. A separate "Pre-School Sub List" shall be maintained for drivers interested in substituting for preschool runs. All preschool runs will be substituted on a seniority, rotational basis by regular drivers.
- C. In the event that a regular driver is required to fill in for more than one (1) consecutive day of a regular Pre-School driver's absence, that fill-in driver shall drive for the duration of the number of consecutive days the regular driver misses. However, in the event that the selected regular driver filling in for a Pre-School route is absent for the duration of (3) days of driving the route, the Pre-School route shall be granted to the next senior driver as defined by the "Regular Driver Pre-School Sub List". Drivers with a field trip assignment that overlaps the kindergarten run will not be eligible to accept that Pre-School run.

Section 6. Miscellaneous

- A. Meetings called by the Supervisor are part of the working day and will be paid by the hour. The Supervisor will initial the time sheet or time card. Employees receiving pay based upon posted hours shall be eligible to

receive pay in addition to their regular pay for actual time spent in these meetings.

- B. If a driver is requested or required to work beyond his/her normal assigned time, he/she will be paid by the hour.
- C. Substitutes will not be used for regular routes on non-scheduled school days when a regular driver is available. Drivers must indicate in writing to the transportation department in advance that they are interested in working beyond his/her normal assigned time.
- D. Substitutes will not be used for regular routes on Pre-School routes when a regular driver is available.
- E. Days of Sick Leave, Personal Leave and Holidays will be paid by the time established for individual routes.
- F. The Board of Education shall pay for any and all tuition and materials costs of training required by the State of Ohio Department of Education pertaining to school bus driving. This shall include CDL renewal. The employee must provide documentation of payment in order to get reimbursed. Mileage to and from a training facility does not qualify for reimbursement.
- G. Those bus aides who have current CDLs (Commercial Driver Licenses) are eligible for any field trips that will not interfere with their current assignment and availability.
- H. If a bus aide who currently holds a valid CDL wishes to become a full time, regular driver, he/she must submit a "Letter of Intent" to the transportation supervisor, stating the intention to become a regular driver.
- I. Drivers wishing to be an OBI (On Bus Instructor) shall notify the supervisor in writing. In order to be eligible to be an OBI, the employee must have attended the Ohio Department of Education's On-Bus Instructors Meeting each year. The decision if and who is selected to be an OBI is the sole decision of the transportation supervisor. Seniority is not a consideration for this position.
- J. Bus Drivers who are demoted to the Bus Aide classification will carry their Bus Driver classification seniority (not system seniority) with them to the Bus Aide classification; however, Bus Aides promoted to the Bus

Driver classification will not carry their Bus Aide classification seniority with them to the Bus Driver classification.

K. At route selection time, each route sheet will display the times drivers will be able to take field trips for specific routes. These times will assist drivers in making their decisions on which route to take and designates the earliest and latest times field trips may be taken. Route times may have to be adjusted through the year due to changes in ridership for each route. If times are changed that will affect the field trip eligibility times, the driver will be notified of the new times.

Any driver that signs up for field trips they are not eligible for will be subject to the discipline listed below. In addition, if they do get assigned one of these trips, they forfeit the field trip with no further recourse by any employee towards management.

1. First Offense – Verbal reprimand
2. Second Offense – Removed from all field trips for one week
3. Third Offense – removed from all field trips for the remainder of the year.

L. In-Service Training – The four (4) hours of required In-Service training will be conducted the first two weeks of August each year. Those drivers and Aides who do not have the four (4) hours of in-service training before the Huber Heights City Schools starts school will not be eligible to driver a school bus or aide on a bus. If a driver/aide attends in-service at another location, they must provide proof that they attended the training. In addition, they need to complete all on-line training on their own time.

M. Training – Any and all training is at the discretion of the Transportation Supervisor and or his designee. This includes training of prospective substitute school bus drivers/aides and the usage of OBI (On Bus Instructors). Training can be conducted at any time at the direction of the Transportation Supervisor.

Section 7. Driver's Responsibilities

- A. A driver should give at least one (1) hour advance notice before morning bus runs and at least two (2) hours advance notice for all other bus runs when he/she is unable to drive. The drivers shall report twenty (20)

minutes prior to route departure time to perform a safety inspection of the buses.

- B. If weather is severe or buses require additional preparation time as determined by the supervisor/designee, the drivers will have a thirty (30) minute safety inspection allowance instead of a twenty (20) minute safety inspection allowance.
- C. No bus driver shall leave school premises or be expected to accept any field trip without adequate teacher or adult supervision (chaperons) on board. This will allow for the safety of students and school property.

Section 8. Physical Examinations

- A. Each bus driver is required to have a physical examination after May 1 and before July 15 of each year. This examination will be conducted by the physician determined by the Huber Heights Board of Education. All costs of the physical will be paid by the employer. If for some reason the original physical is revoked during the school year and the driver needs to obtain another one to continue to drive, the second physical would be at the cost of the employee. Mileage to and from the facility does not qualify for reimbursement.
- B. All aides shall be required to have an annual physical paid for by the Huber Heights City Schools to determine if they can perform their job duties. If for some reason the original physical is revoked during the school year and the aide needs to obtain another one to continue employment, the second physical would be at the cost of the employee. Mileage to and from the facility does not qualify for reimbursement.
- C. Aides shall be subject to random drug and alcohol testing in the same manner as a bus driver.

Section 9. Band Truck

- A. The Band Truck will continue to be driven by a volunteer band parent who has maintained a CDL and the appropriate driving skills needed for this particular vehicle. This is in keeping with past precedence.

- B. If this volunteer is not available to drive the Band Truck, for whatever reason, an eligible bus driver may take the field trip.
- C. For the purpose of driving the Band Truck, a list of eligible drivers will be made prior to the first day of the school year. This will be called the Band Truck Driver List. To be on this list, those drivers must be eligible by successfully completing a driving test in this truck as deemed appropriate by the Transportation Supervisor, must be available to drive a regular field trip, and must be able to lift 50 pounds as the driver will help load and unload the Band Truck.
- D. During the school year anytime an emergency Band Truck driver is needed, a bus mechanic may drive. He will retain his regular mechanics rate of pay. After that time, the needed driver will be drawn from the Band Truck Driver List. Not only will he drive the Band Truck, but he will also provide any needed services of a mechanic should a band field trip bus have a break down. There will be no additional compensation to the mechanic for this work.
- E. If enough notice is given for the need for a substitute Band Truck driver, the Transportation Supervisor will post this route like all regular field trips. If there is not enough notice, the Transportation Supervisor will handle filling the position under the emergency provisions of the contract.
- F. If all eligible drivers are on a regular field trip and or cannot otherwise drive the Band Truck for a field trip, then a bus mechanic may be allowed to drive the Band Truck.
- G. Eligible bus drivers are not to be removed from a band field trip route to drive the Band Truck unless the bus driver is in agreement.
- H. Should the Wayne Band Boosters or Huber Heights City Schools ever purchase another vehicle or Band Truck that does not require a CDL to drive, this section will again be null and void and return to the prior practice of a non-CDL volunteer driving the Band Truck as was the precedent prior to this agreement.

Section 10 Bus Aides with CDLs

Bus Aides with CDLs assigned to a preschool route will drive the route if the regular driver is absent or unavailable. In turn, the aide will be replaced from the appropriate substitute list. This language shall only apply to preschool routes.

ARTICLE 22

NUTRITION SERVICES

Section 1 Schedule Changes

When temporary working schedules are needed, employees will be notified in writing of the change.

Section 2 Summer Program

In the event there is summer work involving food service employees, the opportunity to work shall be offered to all nutrition services employees. Bids will be solicited from Nutrition Services employees system-wide. Positions will be awarded based on seniority and the ability to perform necessary job duties. If any mandatory training is required, it will be made available to employees each year.

Section 3 Rest Periods

Employees who work a continuous four (4) hour work schedule may take a rest period of not more than fifteen (15) minutes. Rest periods shall be taken at a time and in a manner so as to minimize interference with the productivity of the employee or his/her work unit.

Section 4 Lunch Periods

Employees who work at least four and one-half (4 ½) continuous hours per day shall have a lunch period which shall not exceed one-half hour. The lunch period shall not be included as part of the work day.

Section 5 Concession Stand Work

Concession stand work will be offered to staff based on seniority and experience from a list of interested employees. This work will be offered as long as the district offers the opportunity for the Nutrition Services Department to manage the concessions.

ARTICLE 23

PERSONAL LEAVE

Section 1. Three (3) personal leave days are provided to each employee annually. Personal Leave is subject to the following provisions:

- A. A two (2) day advance, written notification to the principal or immediate supervisor, with approval or disapproval within a reasonable time. In an emergency situation, less than forty-eight (48) hours, approval may be granted by the immediate supervisor.

- B. When Personal Leave is approved, the employee must immediately inform the department supervisor who is responsible for contacting substitute personnel to cover the employee's absence.
- C. When Personal leave is not approved, the employee may appeal the decision to the Superintendent or his/her designee.
- D. Personal leave may not be taken on a day preceding or following a school holiday. A school holiday as here includes: Parent-Teacher Conference Days, Staff In-Service Day, WOEa Day, Spring Break, and Winter Break. These School holidays will be treated the same for the purposes of leave as regular holidays in Article 29 of this agreement.
- E. The appropriate supervisor may waive the provisions of this Article for appropriate cause, provided the operational needs of the department are met.
- F. The leave cannot be claimed the first or last day of school.
- G. Personal leave will not be charged against sick leave.
- H. Personal leave is not cumulative.
- I. The personal leave year is from July 1 through June 30.
- J. One (1) unused personal leave day will convert to one (1) sick leave day at the end of the fiscal year.

Completion of a Personal Leave Form is required.

Section 2. Personal Leave Form Sample (Form 300.6)

300.6
7-04
(3-part)

**HUBER HEIGHTS CITY SCHOOLS
PERSONAL LEAVE FORM**

I hereby request personal leave in compliance with the personal leave policy

Date requested: _____ Half Day ____ A.M. ____ P.M. or whole day: _____

Signature _____ Social Security # _____

Building _____ Date _____

Leave is: Approved ____ Disapproved ____ Date _____

Comments: _____

Signature of Principal/Supervisor

In case of disapproval, the request may be appealed to the Superintendent or the Superintendent's designated representative.

Leave is: ____ Approved ____ Disapproved ____ Date _____

Reason(s) for disapproval: _____

Signature of Superintendent/Designee

ARTICLE 24 SICK LEAVE

Section 1. Sick Leave

Non-certified personnel will accumulate a maximum of 260 days sick leave, at the rate of one and one quarter (1-1/4) days per month.

Section 2. Absence Charged to Sick Leave

Employees may use Sick Leave on approval of the responsible administrative office of the employing unit for absence due to injury, pregnancy, illness, exposure to contagious

disease which could be communicated to other employees, and for illness or death in the employee's immediate family.

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

Each regular non-certified employee of any Board of Education shall be entitled to an advancement of fifteen (15) days of sick leave each year for twelve-month employees and eight (8) days of sick leave each year for nine-month employees, to be charged against the sick leave he/she subsequently accumulates under this section. Employees who have been advanced days of sick leave and who leave service will have their advanced days of sick leave reimbursed to the district from the employee's remaining pay. If necessary, the employees' *Sick Leave Bank* will reimburse to the district up to ten (10) days for twelve-month employees and three (3) days for nine-month employees.

All pertinent absences incurred as described above will be charged to Sick Leave.

Upon request of any administrative office of the school system, the employee must be prepared to support use of Sick Leave by a doctor's written statement or an affidavit (Legal Reference: 3319.141).

Section 3. Sick Leave Increments

Bus drivers who are assigned three (3) routes (a.m./preschool/p.m.) shall have Sick Leave deducted at .33 of a day per route (1.0 for a full day's absence).

All other employees shall be deducted in ½ - day increments (1.0 for a full day's absence).

Section 4. Attendance Review Procedures

When an employee needs to call off from work due to illness, the employee is to contact their supervisor (or designee) at least one hour before their report to work time if their starting time is before 11:00 a.m.; or at least 2 hours before their report to work time if their starting time is at or after 11:00 a.m. Failure to call off work on time, unless excused by their Supervisor, will result in the following disciplinary actions:

- A. First Occurrence – A written reprimand
- B. Second Occurrence – 3 days suspension without pay
- C. Third Occurrence – 7 days suspension without pay
- D. Fourth Occurrence – Termination

Absence Review Procedure for Excessive Use of Sick Leave

An absence occurrence is described as being absent from work for any continuous length of time for which the employee has appropriately notified their supervisor. The following incidents do not count as an occurrence:

- A. Sick leave requested in advance due to a scheduled medical appointment. If notification is less than 12 hours before the start of employees' shift, they must bring in a doctor's note upon return to work.
- B. When an employee is released from work by a supervisor/principal due to personal illness or illness of immediate family member as defined by contract.
- C. Approved Personal Leave
- D. Approved Vacation

Step One

When a 12 month employee has accumulated six (6) occurrences of absence or an employee who works less than 10 months accumulates four (4) occurrences of absences, or a pattern of absences occurring on Fridays and/or Mondays, their supervisor may contact them to participate in an Attendance Review Conference. THE PURPOSE OF THIS CONFERENCE IS NOT DISCIPLINARY; it is to review the reasons for their absences and to alert them to the procedures that must be followed for any future absences.

Step Two

After an employee has had an Attendance Review Conference, the following procedures will be followed:

1. All future absences due to illness will require a doctor's note stating date and time of visit and given to the Supervisor upon return to work. If the physician identifies a chronic health condition that will require future absences from work, the supervisor will review, with the employee, their fitness to continue to perform their job responsibilities and what actions will need to be taken when future absences occur.
2. Failure to turn in a doctor's note stating date and time of visit, upon return to work, will result in the following disciplinary actions:
 - First Occurrence – A written reprimand
 - Second Occurrence – 3 days suspension without pay
 - Third Occurrence – 7 days suspension with out pay
 - Fourth Occurrence – Termination

When an employee has worked 60 days from their last occurrence without an

absence occurrence, their number of accumulated occurrences will be reset to 0 (zero). Holidays, personal leave days and vacation days do not count as work days.

All employees will be reset to 0 (zero) annually on July 1.

ARTICLE 25 CHILD CARE LEAVE

The Board of Education shall grant a leave of absence without pay to an employee for the care of a newly born infant. When an employee requests Child Care Leave, written request shall be made to the office of the Superintendent or his/her designee at least thirty (30) calendar days prior to the date the leave is to begin. Child care leave may be granted up to a maximum of one (1) year. At the time of notification, employee shall include the expected date of return of work.

The same consideration shall be given to an employee requesting leave for the care of an ill child requiring daily attention, and the care of an adopted child.

While on child care leave, an employee will not receive service credit. An employee will remain a part of the employee group insurance programs, provided he/she pays the District's Treasurer monthly, in advance, the full cost of such program.

ARTICLE 26 UNPAID LEAVE

Upon the written request of a member of the bargaining unit, the Board may grant a leave of absence for a period of not more than two (2) consecutive work years for educational, professional or other purposes, and shall grant such leave where illness or other medical disability is the reason for the request. Upon subsequent request such leave may be granted in the Board's discretion.

Upon return to service of a member of the bargaining unit granted leave pursuant to this provision, he/she shall resume the contract status held prior to such leave.

While on leave, a member of the bargaining unit shall remain part of the employee group for insurance purposes, provided the bargaining unit member pays the Treasurer monthly, in advance, the full cost for the insurance premiums which he/she wishes to maintain. To the extent and for the time the federal law (Family Medical Leave Act) is applicable, the Employer will be responsible for its share of the insurance premium while an employee is on leave pursuant to this provision.

ARTICLE 27

MILITARY LEAVE

Employees who are absent for military service shall be granted all rights provided by the Ohio Revised Code, Section 143.22.

ARTICLE 28

JURY DUTY

The Board agrees to excuse employees for jury duty. When jury duty pay is less than regular pay, employees may give jury duty pay to the Board and receive regular pay. When jury duty pay is greater than regular pay, employee may keep jury duty pay but will not receive pay for time absent.

Jury duty will not be charged to sick or personal leave.

Employees assigned to work the second or third shift on a day of jury duty shall be excused from work on the day he/she serves on jury duty if he/she is required to be at the jury pool room or on a jury for more than two (2) hours on that day.

ARTICLE 29

HOLIDAYS

Section 1. The following are recognized as holidays under this Agreement: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday following Thanksgiving Day, Christmas Eve, and Christmas Day.

Section 2. If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. Where a holiday occurs on a Sunday, the following Monday will instead be observed as the holiday.

Section 3. Eligible employees whose normal work day is at least eight (8) hours shall be paid for eight (8) hours worked at the applicable straight time rate. If their regular work day is less than eight hours, they shall receive a day's pay based upon their regular number of hours worked.

In no case will employees who work during the regular school year only, who are not on active payroll during the summer, receive holiday pay for holidays occurring during the summer break.

ARTICLE 30

ASSAULT LEAVE

Pursuant to Section 3319.143 of the Ohio Revised Code, an employee 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 not be available to an employee who provoked 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 employee may grieve the denial, starting with Step Three of the Grievance Procedure.

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 employee per occurrence, and may be extended by the Board. Absence with assault leave shall not be charged against sick leave.

Medical verification shall be furnished to the Director of Personnel 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 employee has been absent for three (3) school days per occasion. In such event, the Board shall pay the full cost of the examination.

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

ARTICLE 31

VACATIONS

The vacation policy shall be as follows:

- Employees working eleven (11) or twelve (12) months, with at least one (1) year of service, shall receive two (2) weeks vacation with pay. Vacation will be accumulated at a rate of .84 days per month.
- Employees working eleven (11) or twelve (12) months shall receive three (3) weeks of vacation with pay at the beginning of their eighth (8th) year. Vacation will be accumulated at a rate of 1.25 days per month.
- Employees working eleven (11) or twelve (12) months shall receive four (4) weeks of vacation with pay at the beginning of their sixteenth (16th) year. Vacation will be accumulated at a rate of 1.66 days per month.

- Employees working eleven (11) or twelve (12) months shall receive five (5) weeks of vacation with pay at the beginning of their twenty-eighth (28th) year. Vacation will be accumulated at a rate of 2.08 days per month.

Upon retirement, death, or resignation, employees shall be paid, at their regular rate of pay, for all earned but unused vacation days, up to a maximum of one (1) year's vacation allowance. No vacation shall be granted until after six (6) months of continuous employment.

When vacation pay is calculated, it shall be calculated to the end of the last completed pay period.

ARTICLE 32 SEVERANCE AND SUPER SEVERANCE PAY

Section 1. Severance Pay

The Board shall grant severance pay upon proof of retirement from one of the state retirement systems, in the amount to be determined by multiplying the daily rate of the base pay by twenty-five percent (25%) of the number of days of unused sick leave with a maximum of 215 days.

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

An employee, to be eligible for severance pay, must apply to the Treasurer within ninety (90) days following retirement.

An employee, to be eligible for severance pay, must be an employee of the Huber Heights City Schools Board of Education at time of filing for retirement.

All service must be in the Huber Heights City Schools.

Section 2. Super Severance Pay

Super Severance. The Board shall provide a super severance bonus to qualifying unit members.

- A. Any unit member who retires under SERS after the last work day of the given school year, but no later than July 1 of the year he/she first becomes eligible for such retirement, will receive a severance pay bonus equal to 50% of his/her accumulated sick leave up to a maximum of 215 days of his/her daily rate of pay, not to exceed \$8,000.

Section 2: Basic Health Plan Coverage (2013-2014)

Employee Options: Family; Employee + Children; Single

Office Co-Pay	\$ 20.00
Urgent Care Co-Pay	\$ 50.00
Emergency Room Co-Pay	\$150.00
In Hospital Co-Pay	\$250.00
*Prescription Rx Co-Pay	
• Tier 1	\$ 10.00
• Tier 2	\$20.00/\$40.00 (25%)
• Tier 3	\$50.00

* See Health Care Plan for Rx Tier Definitions

Other: Please refer to Health Care Plan for Maximum Calendar Day information on the following:

- Out Patient Physical Therapy and Speech Therapy
- Out Patient Mental Visits
- Inpatient Rehabilitation Facility
- Injections in Health Care Providers Office (e.g. allergy injections)
- Mental Health / Substance abuse inpatient calendar day maximums
- Spinal Treatments (e.g. chiropractic)

----- (2014-2015) -----

Employee Options: Family; Employee + Children; Single

Office Co-Pay	\$ 20.00
Urgent Care Co-Pay	\$ 50.00
Emergency Room Co-Pay	\$150.00
In Hospital Co-Pay	\$250.00
*Prescription Rx Co-Pay	
• Tier 1	\$ 10.00
• Tier 2	\$20.00/\$40.00 (25%)
• Tier 3	\$ 45.00

Other: Please refer to Health Care Plan for Maximum Calendar Day information on the following:

- Out Patient Physical Therapy and Speech Therapy
- Out Patient Mental Visits
- Inpatient Rehabilitation Facility
- Injections in Health Care Providers Office (e.g. allergy injections)
- Mental Health / Substance abuse inpatient calendar day maximums
- Spinal Treatments (e.g. chiropractic)

Section 3. Life Insurance

Each employee shall be provided with Board - paid term life insurance in the following amounts:

A. All employees..... \$50,000

Section 4. Dental Insurance

The Board's share of a Board-selected dental plan shall be as follows:

Seven (7) - eight (8) hour employees 90%
 Five (5) up to a (6:59) hour employee 60%

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 Treatment of gum disease	Initial installation of fixed bridgework	Appliances for tooth guidance
Fluoride treatments once every 12 months Emergency pain treatments	Repair of bridgework and dentures Extractions and oral surgery	Installation of partial or full, removal dentures Replacement of existing bridgework or dentures	Appliances to control harmful habits Retention appliances not in connection with full banded treatment
Space maintainers Diagnostic x-rays Tests & Lab Exams 100%	General anesthesia if medically necessary 80%	60%	60%
Calendar Year Maximum	\$2,500 Per Person		Lifetime maximum Per Person \$1,000

The dental plan specification shall not be included in the contract but shall be the same plan provided for other bargaining units.

Section 5 Employee Vision Care

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	Every 12 months	\$25 Copayment	Single Vision Lenses \$25
Bifocal Lenses			\$40
Trifocal Lenses			\$55
Lenticular Lenses			\$80
FRAMES	Every 24 months		\$45
CONTACT LENSES	Every 12 months	Covered in full Plan pays \$120	In place of Lenses and Frames
Medically necessary (Prior Authorization reg)			\$210
Elective			\$120

Section 6. Bonus for Not Taking Health Insurance

Employees who qualify for health insurance and work seven (7) to eight (8) hours a day and who do not take health insurance from the Board for an entire year (September 1 through August 31) shall receive a one-time bonus of \$1,200 each year they do not take the Board health insurance plan.

Employees who qualify for health insurance and work five (5) but less than seven (7) hours and elect not to take health insurance from the Board for the entire year (September 1 through August 31) shall receive a one-time bonus of \$1,000 each year they do not take the Board health insurance plan.

Employees working less than five (5) hours shall not be eligible for this opt-out bonus.

This bonus, once earned, shall be paid no later than September 30 of each year.

Section 7 Flexible Benefit Plan: The employer shall offer Parts I and II of the IRS Section 125 Flexible Benefit Plan to all employees. There shall be no cost to the

Section 5. Overtime

Overtime assignments will be divided as equally as is practicable and possible among employees working in the same job classification, on the same shift, and assigned to the same building.

- A. A list will be provided in each department on an annual basis at the beginning of each school year for employees to sign that they desire to work overtime. Names shall be listed in order of their job classification seniority. Any employee may request to be removed or added from the list at anytime during the school year. This request is limited to one (1) time per year. The employee must notify the maintenance/custodial supervisor of the request.
- B. Each employee on the list, will be given the opportunity to accept or decline an offer for overtime as it occurs. These opportunities may include weekday or weekend shifts in their building, or other buildings. These opportunities will be offered on a rotational basis.
- C. The overtime will be offered first to the employees in that building on the list. If that employee declines, they will be charged a refusal and management will then use the list until an employee from another building accepts overtime.
- D. If an employee refuses four (4) overtime opportunities for reasons other than those covered by sick leave, that employee will be removed from the overtime list until the start of the next school year, starting from the date of the persons last refusal. This provision applies to custodial, maintenance and cafeteria classifications.
- E. An employee who calls in sick on the day that these opportunities occur will not be offered the hours. If the sick leave is due to a pre-scheduled appointment and the employee is available to work, they can be offered overtime.
- F. This language does not pertain to Article 40, Calamity Day

Section 6. Promotion

Employees who move from one job classification to a higher paying job classification will receive a minimum of twenty-five (25) cents per hour increase.

- 1. A promotion shall be defined as an increase in the hourly rate of pay.

2. For the purpose of defining a change in job classification, when an employee moves to a scale that is less than their previous job classification, the employee will start at the beginning step. As of July 1, 1998 all employees in current positions will retain their current status.

Section 7. Working in Higher Classification

Employees required to work in a higher classification on a temporary basis will be paid at the higher rate of pay. Such work performed shall not exceed six (6) months. Thereafter, the position shall be posted and treated as a vacancy, and filled in accordance with the provisions of this Contract.

Section 8. In-Service Pay

Employees required to attend in-service training sessions will be paid at the applicable rate of pay for time spent in such meetings. The employer will guarantee a minimum of one (1) hour of pay for purposes of this section.

ARTICLE 35 LONGEVITY

Section 1. At the beginning of the ten (10th) year of continuous service in the Huber Heights City School District, the amount of sixty (.60) cents per hour will be added to the employee's base wage rate.

Section 2. At the beginning of the fifteenth (15th) year of continuous service with the Huber Heights City School District, the amount of one dollar and ten cents (\$1.10) per hour will be added to the employee's base wage rate.

Section 3. At the beginning of the twenty (20th) year of continuous-service to the Huber Heights City School District, the amount of one dollar and sixty cents (\$1.60) per hour will be added to the employee's base wage rate.

Section 4. At the beginning of the twenty-fifth (25th) year of continuous service to the Huber Heights City Schools District, the amount of one dollar and eighty-five cents (\$1.85) per hour will be added to the employee's base wage rate.

ARTICLE 36**SUBCONTRACTING**

No employee outside the bargaining unit shall perform bargaining unit work whereby employees within the bargaining unit shall suffer a reduction of regular hours and/or loss of job.

If sub-contracting is being considered by the board which will result in reduction of regular hours and/or loss of jobs, the board will give the Union a ninety (90) day notice to set up a meeting to discuss alternative solutions prior to the Board's action on the matter.

ARTICLE 37**TOOL ALLOWANCE**

Bus maintenance personnel shall be paid an additional *thirty (.30)* cents per hour, if required by the Board to provide their own hand tools

ARTICLE 38**WAGE SCHEDULES**

Section 1. A. Wage schedules from July 1, 2013 through June 30, 2015 shall be as follows:

CLASSIFICATION	ENTRY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
* BUILDING MAINTENANCE	SAME AS STEP 1	17.76	18.32	18.70	19.44	19.66	ENDS AT STEP 5	
MAINTENANCE ASSISTANT	SAME AS	16.45	16.98	17.52	18.04	18.39	ENDS AT STEP 5	
CUSTODIAN	SAME AS STEP 1	16.02	16.51	17.16	17.67	18.09	ENDS AT STEP 5	
HEAD CUSTODIAN	SAME AS STEP 1	17.73	18.32	18.70	19.44	19.66	ENDS AT STEP 5	
WAREHOUSE PERSON	SAME AS STEP 1	16.45	16.98	17.52	18.04	18.39	ENDS AT STEP 5	
DELIVERY/ MESSENGER	SAME AS STEP 1	15.37	15.85	16.50	17.02	17.43	ENDS AT STEP 5	
* BUS MAINTENANCE	SAME AS STEP 1	17.76	18.32	18.70	19.44	19.66	ENDS AT STEP 5	
BUS DRIVER	SAME AS STEP 1	17.05	17.47	17.67	18.09	18.68	ENDS AT STEP 5	
BUS AIDE	SAME AS STEP 1	12.65	12.93	13.27	13.57	13.92	ENDS AT STEP 5	
COOK	SAME AS STEP 1	11.93	12.52	13.04	13.68	14.35	ENDS AT STEP 5	
NUTRITION SERVICE	10.99	11.28	11.57	11.88	12.40	13.04	13.69	

Other Wage Items:

- Field Trip Rates: \$14.45 per hour Bus Driver
 \$ 9.74 per hour Bus Aide
- Concession Rates: As long as the district offers the opportunity for the Nutrition Service Department to manage concessions the following rates of pay will apply: Beginning July 1, 2011: \$7.80 per hour.
- School Nutrition Association Certification - \$.25 additional per hour
- Additional \$3.50 per hour for Journeyman Certification or License; Master's Certification or License; other certificate deemed applicable and equal in training or education for a craftsman and/or skilled trades
- Nightshift custodians will receive an additional (.15) per hour pay. During the summer, night shift custodians who are scheduled to work day shift will be paid day shift wages. Custodians who are night shift employees and who are scheduled to remain on night shift will receive night shift wages. Summer schedule is defined as the first pay period after the school year ends. Summer schedule ends the pay period before students return.

Indefinite Suspension of the Following Bullet Point:

- Transportation drivers and aides' pay will be based on the hours of the given route as selected on Route Pick Day. When circumstances beyond the employee's control require time beyond the Job Pick Day hours (e.g. flat tire, mechanical failure, etc.) the employee's hourly rate will be adjusted for that circumstance(s) if deemed necessary and if authorized by the Transportation Supervisor. Wages will be distributed over 26 pays per year. Union dues will be deducted from 20 pays. Employee benefit deductions will be prorated and deducted from 24 pays. Wages earned on field trips shall be paid during the next pay period in which the field trip occurs. When management increases or decreases the selected Route Pick Day hours, Article 21; Section 4-A will be followed.

Section 2. Mandatory Direct Deposit

Effective July 1, 2008, it will be mandatory for all DPSU members to participate in direct deposit for payroll. 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

he/she is regularly assigned is closed to students, the time and one-half provision shall not be applicable.

Section 2. In accordance with the provisions of Section 3119.081 (G) of the Ohio Revised Code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by order of the Superintendent due to an epidemic or other public calamity. Days not worked but for which pay is granted shall be limited to five (5) days in any school year unless the State Legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar.

Examples of a public calamity include: a) tornado, b) flood, c) ice storm, d) snow storm, and e) other emergency situations as determined by the Superintendent. A public calamity does not include any school or building closing necessitated by: a) fire, b) power supply interruption or reduction, or c) lack of fuel or reduction of fuel. Except for the days in excess of the five (5) paid calamity days cited above, any employee required by the Employer to work or working during the time that school or building in which he/she is employed is closed by order of the Superintendent due to an epidemic or other public calamity as described above, shall be compensated at the rate of one and one-half times (1 ½) for all hours worked during such emergency in such building.

Those employees required to work and working on public calamity days in excess of five (5) days cited herein, shall be paid at their normal hourly rate of pay for such hours worked. It is understood that the Employer shall have the right to determine whether or not an employee or employees shall be required to work during an emergency in such building. In the event the employee is transferred to a different building during the period the building to which he/she is regularly assigned is closed to students, this one and one-half times (1 ½) provision shall not be applicable.

Section 3. Employees who work on snow days will be paid in accordance with provisions in this Article, or may take compensatory time within thirty (30) days if the employee and supervisor mutually agree.

Section 4. In the event the board receives approval for student waiver days from the State Board of Education (Department of Education), these waiver days shall be considered as non-work days for members of the bargaining unit of the Nutrition and Transportation departments and therefore non-paid days similar to conference days and WOE days.

Section 5. Employees may not take dock days (days without pay) without requesting same in writing and then, only if approved in writing by the Superintendent or Designee.

Section 6 Employees identified as "Essential Personnel" are required to report to work when directed by their supervisor on a calamity day. An essential personnel employee refusing to work at the direction of their supervisor on a calamity day will be subject to disciplinary procedures.

Section 7 The required use of furlough days cannot interfere with the essential, mandatory functions of school. e.g. Custodial, mechanics, and maintenance employees will utilize furlough days when school is not in session. For the length of the 2013-2015 negotiated contract, two (2) furlough days are required to be taken during the 2013-2014 school year and two (2) furlough days are to be required to be taken during the 2014-2015 school year.

ARTICLE 41 MILEAGE

Employees required to drive personal vehicles on the job shall be paid the effective IRS mileage rate.

ARTICLE 42 HARDSHIP/SICK LEAVE BANK

- 1) The purpose of this fund is to provide sick days in the form of donated personal or vacation days to unit members who have exhausted their accumulated sick leave and who are experiencing a catastrophic illness or injury or prolonged personal illness or prolonged illness in their immediate family. Pregnancy by itself is not covered by this bank, however, extenuating circumstances related to the health of the mother or child will be taken into consideration.
- 2) Contribution to the HSLB shall be sought during the month of June and shall be limited to a total annual donation of forty (40) days. One (1) personal or vacation day per year, per person will be accepted on a first come basis. Any accumulated days not used in the fiscal year may be carried over to the following year, which allows for bank fund growth. The largest the fund can grow to is 215 days.
- 3) The Huber Heights Chapter of DPSU Local 101 shall establish such rules and regulations needed to operate the bank efficiently. These rules and regulations must not conflict with the terms of the negotiated agreement.
- 4) Once each year, prior to June 30, the Huber Heights Chapter of DPSU Local 101 shall deliver a written report accounting for the size of the bank; the number of contributors the bank; the names of contributors to the bank; the number of users of the bank; the names of users of the bank; and the current rules and regulations pertaining to the operation to the bank.

ARTICLE 43

ATTENDANCE BONUS

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

1. Twelve-Month, 8 hour per day employees who have perfect attendance and are absent zero (0) days during the school year, shall receive a bonus of five hundred dollars (\$500.00).
2. Twelve-Month, 8 hour per day employees 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).

Twelve-Month, 8 hour per day employees 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).

Twelve-Month, 8 hour per day employees who are absent five (5) days during the school year, shall receive a bonus of one hundred dollars (\$100.00).

Twelve-Month, 8 hour per day employees who are absent more than five (5) days during the school year shall not receive the attendance bonus.

Nine-Month Employees who have perfect attendance and are absent zero (0) days during the school year, shall receive a bonus of three hundred and fifty (\$350.00).

Nine-Month Employees who are absent one (1) days but no more than two (2) days during the school years, shall receive a bonus of two hundred twenty-five dollars (\$225.00).

Nine-Month Employees who are absent three (3) days but no more than four (4) days during the school year, shall receive a bonus of one hundred and fifty dollars (\$150.00)

Nine-Month Employees who are absent five (5) days during the school year, shall receive a bonus of one hundred dollars (\$100.00).

Nine-Month Employees 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 employee the last pay in September of the following school year in which the bonus is earned.

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

The school year shall be defined as the first day teachers are in session until the last day the teachers are in session.

Personal leave days donated to the sick leave bank will not be counted when calculating the attendance bonus.

ARTICLE 44 DAY

Wherever the term "day" is used in this contract, it shall be a calendar day unless otherwise indicated.

ARTICLE 45 WINTER GEAR

The Board will provide a winter coat and overpants for bus mechanics, custodians and messengers who are required to remove snow in the winter as part of their regular job duties. The determination of who is eligible to receive this clothing shall be made by the Supervisor.

ARTICLE 46 CUSTODIAL UNIFORMS

In order to promote professional appearance, custodians will be provided with and required to wear the following while on duty: a clean work shirt with the Huber Heights City Schools emblem.

Only new uniforms issued to staff members will be included on the employee's W-2. The combination of the types of shirts chosen (jersey sport shirt, short sleeve button down shirt, and long sleeve button down shirt) will be up to the individual staff member. Uniforms will become the property of staff members.

ARTICLE 47 DURATION OF AGREEMENT

Section 1. Savings Clause

The Agreement is subject to all existing statutes of the State of Ohio, and Board of Education policies, rules and regulations; provided, should any change be made in any statutes of the State of Ohio, or Board of Education policies, rules or regulations which would be appropriate and contrary to any provisions contained herein, such provision herein contained shall be automatically terminated, and the remainder of this Agreement shall remain in full force and effect. If any court of competent jurisdiction determines that any provision in this Agreement is illegal, then such provision shall be automatically terminated, and the remainder of this Agreement shall remain in full force and effect.

Section 2. Duration

This Agreement, with the exception of Articles subject to reopening, shall be effective as of July 1, 2013 and shall remain in effect through June 30, 2015 and thereafter for successive periods of twelve (12) months, unless either party to this Agreement, on or before ninety-two (92) days prior to the expiration of such Agreement, notifies the other of its desire to terminate, modify, or amend this Agreement.

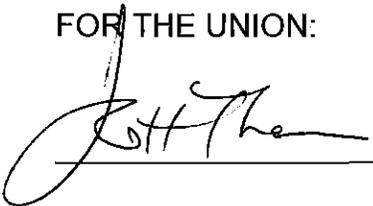
Section 3. Me-Too Clause

All bargaining unit employees shall receive the same as HHEA Certified Staff in regards to wages and health care benefits for fiscal years 2013-2014 and 2014-2015.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 18 day of Sept, 2013.

FOR THE UNION:



Scott Thomasson
Staff Representative
AFSCME Ohio Council 8

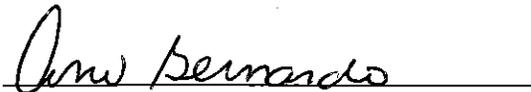
FOR THE BOARD OF EDUCATION:



Susan Gunnell
Superintendent



Garnett Traylor
Chapter Chairperson



Ann Bernardo
Treasurer