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**Between The
Ohio Association of Public
School Employees
Local 4/ AFSCME/AFL-CIO
Chapter 209**

And

**Hubbard Exempted Village
School District
Board of Education**

June 30, 2014 - June 29, 2017

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	5
ARTICLE 2 - MANAGEMENT RIGHTS	6
ARTICLE 3 - RIGHTS OF THE PARTIES	7
A.1. Union activities	7
2. Attendance at Union Meeting	7
B. Union officers	7
C. Contract Clarification Response	7
D. Seniority List	7
E. Use of School Mail	7
F. Bulletin Boards	8
G. Use of Facilities	8
H. Notice of Board Meetings	8
I. Copies of Board Minutes	8
J. Board Policy Books	8
K. Release Time	8
L. Contract Interpretation/Clarification	8
M. Union Conference	9
N. Union District Meeting	9
O. Attendance Certification	9
P. Conference Workshop Leave	9
Q. Labor Management Committee	10
ARTICLE 4 - ASSOCIATION MEMBERSHIP AND FEE CHECKOFF	10
ARTICLE 5 - GRIEVANCE PROCEDURE	12
A. Definitions	12
B. Grievant Representation	12
C. Waiver of Procedures	12
D. Nondiscrimination	12
E. Procedure	13
F. Other Procedural Matters	15

ARTICLE 6 - RIGHTS OF INDIVIDUALS	16
A. Employee Views	16
B. Personnel Files	16
C. Disciplinary Action	17
D. Employee Evaluation	18
E. Classifications	18
F. Drug and Alcohol Testing Programs	19
2. Definitions	19
ARTICLE 7 - POSTING BID PROCEDURE AND TRANSFER	25
I. Summer Work	28
J. Substitute Work	28
ARTICLE 8 - LEAVES	28
A. Sick Leave	28
B. Sick Leave Bank	30
C. Personal Leave	32
D. Assault Leave	33
E. Unpaid Leaves-of-Absence	34
F. Expectancy Leave	35
G. Parental Leave	35
H. Professional Leave-of-Absence	36
I. Seniority on Leave	36
J. Leave Application	36
K. Fringe Benefits	36
L. Application for Reinstatement	36
O. Five-Day Unpaid Leave	36
P. Family & Medical Leave Act (FMLA) Leave	37
Q. Jury Duty/Court Leave	38
ARTICLE 9 - PROCEDURES AND CONDUCTING NEGOTIATIONS	39
A. Negotiating Teams	39
B. Regulations	39
C. Caucus	39
D. Exchange of Information	40
E. Progress Reports	40
F. Reaching Agreement	40

G. Cost of Printing	40
H. Impasse Procedures	40
ARTICLE 10 - ECONOMIC AGREEMENTS	41
A. Vacations	41
B. Paid Holidays	42
C. New Employees	42
D. Severance Pay	42
E. Calamity Days	43
F. Regular Work Week	44
G. Overtime	44
H. Granting Overtime/Additional Hours of Work	45
I. Higher Classification Pay	46
J. Lunch Break	46
K. Break Time	47
L. Longevity	47
M. Benefits Equalizer Clause	47
ARTICLE 11 - INSURANCE BENEFITS	48
A. Eligible Employees	48
B. Enrollment/Qualifying Event	48
C. Working Spouse Coverage in the System	49
D. Insurance Study Committee	50
Attachment "A"	51
Attachment "B"	52
ARTICLE 12- REDUCTION - IN -FORCE	53
A. Procedures For Layoff	53
B. Seniority	53
C. Order of Reduction/Displacement Procedure/Recall	53
D. Vacancies During a Reduction in Force	55
E. Substitute Work	55
ARTICLE 13 - GENERAL PROVISIONS	55
A. Description	55
B. Student Employees	56
C. Liability Insurance	56

D. OAPSE/AFSCME People	56
E. Mandatory Meetings	57
F. Bureau of Criminal Identification and Investigation Reports (BCI) and FBI Checks	57
G. Dispensing of Medicine	58
H. Filling in for Supervisor	58
ARTICLE 14 - SALARY SCHEDULE/REGULATIONS	58
ARTICLE 15 - DURATION	73

ARTICLE 1 - RECOGNITION

- A. The Hubbard Exempted Village Board of Education recognizes the Ohio Association of Public School Employees Local 4/AFSCME/AFL-CIO on behalf of Local 209, as the sole and exclusive bargaining agent for all regular full-time and regular short-hour classified Employees under contract in the school district eligible for membership in the Union. The bargaining unit shall include the following classifications and classification areas:

<u>Bus Drivers</u>	<u>Custodians</u>	<u>Cleaners</u>
<u>Food Service</u>	<u>Mechanics</u>	<u>Paraprofessionals</u>
Head Cook	Bus Mechanics	
Cook	Mechanic's Asst.	
<u>Crossing Guards</u>	<u>Bus Monitors</u>	<u>Secretarial Personnel</u>
		Principal's Secretary
		Office Secretary
Printer*		

Although the position expired at the end of the 2011-2012 contract year, the parties agree to keep the title of the position in the bargaining unit should the need for the position arise.

- B. In addition to all District administrative personnel hired to perform supervisory or managerial duties, for the purpose of this agreement, the following positions are excluded from the bargaining unit:
1. Secretary to the Superintendent
 2. Secretary to the Treasurer and all Treasurer's staff
 3. Secretary to the Administrative Assistant and/or Assistant Superintendent/EMIS Coordinator
 4. Special Education Secretary/Accounts Payable Clerk
 5. Assistant to Treasurer/Payroll Clerk
 6. All Substitute Personnel
 7. Pool Director
 8. Lifeguards
 9. All WSI's/Pool Receptionist/Other Pool Employees

- C. The Union has bargaining rights for Employees in the bargaining unit for the following subjects:
1. Wages, hours, days, fringe benefits and other matters pertaining to economic welfare
 2. Working conditions
 3. Grievance procedure
 4. Membership deductions

ARTICLE 2 - MANAGEMENT RIGHTS

- A. Except as expressly limited by this contract, nothing herein impairs the right and responsibility of the Board to:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 2. Direct, supervise, evaluate or hire Employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, and schedule, promote or retain Employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the Board as a unit of government;
 8. Effectively manage the work force;
 9. Take action to carry out the mission of the Board of a governmental unit.

ARTICLE 3 - RIGHTS OF THE PARTIES

A. In addition to the responsibilities that may be provided elsewhere in this agreement, the following shall be observed:

1. Union Activities

There shall be no Union activities during school hours or during approved school activities, except as noted or provided in other articles or sections of this contract.

2. Attendance at Union Meeting

Employees shall be granted time off, unless he/she is on overtime or responsible in an area where an activity is in progress to attend local Union meetings, once per month, not to exceed one and one-half hours per month.

Should such meeting fall within the Employee's work shift, the Employee shall make up the time spent at such meeting, concurrent with that day's regular work shift.

B. Union Officers

The president of the Union shall provide the Board with a written list of officers by July 1 of each year and no later than ten (10) days after any changes during the year.

C. Contract Clarification Response

Any written request made by either party to the other regarding clarification of contract language or other written request, shall be responded to in writing within thirty (30) days from receipt of the request.

D. Seniority List

Between September 1 and October 1 of each year, the President of the Union shall confer with the Superintendent/Designee to approve the accuracy of the seniority list, indicated by both parties signing and dating the seniority list. After signatures are affixed, or after the October 1 date, if no objections are filed, the list shall stand as written with no liability to the Union or the Board for future changes.

E. Use of School Mail

The Union, or any committee thereof, shall be authorized to use the interschool mail delivery system.

F. Bulletin Boards

A building principal or appropriate administrator shall designate at least one bulletin board, or portion thereof, in each building for the general use of the Union. The bulletin boards shall, where possible, be located in areas readily accessible to and normally frequented by the Employees.

G. Use of Facilities

The Union shall have the right to use a school building, with prior notification to the Building Principal's office, provided there is no schedule conflict and that the Board of Education does not incur any additional expense for such meeting, and in accordance with current Board Policy.

H. Notice of Board Meetings

Notices prepared for Board members and media for regular Board meetings shall be hand delivered or emailed to the President of the Union at the same time they are sent to the media.

Agendas shall be hand delivered or emailed to the President of the Union the same time they are sent out to the news media.

The President shall be notified of all special Board meetings in person, through email or, in emergency, by phone.

I. Copies of Board Minutes

The Board agrees to email the Union the Board minutes as soon as they are approved by Board action.

J. Board Policy Books

Board policy will be made available on-line through the District's website.

K. Release Time

The Union President shall be permitted release time to attend meetings to discuss Union business, with the approval of the Superintendent or designee.

L. Contract Interpretation/Clarification

Contract interpretation or clarification needed by Employees shall be made through the Union President or Field Representative.

Contract interpretation or clarification needed by Board members shall be made through the Superintendent.

Nothing in the language shall prohibit an Administrator from discussing job performance with an Employee or an Employee discussing a possible grievance with a Supervisor as provided by contract.

M. Union Conference

Official delegates to the Annual OAPSE Conference shall be permitted time off, not to exceed three (3) delegates for a period not exceeding three (3) days each without loss of pay, except when the conference is held in Cincinnati wherein time off will not exceed four (4) days. They must make a request to the Superintendent at least two (2) weeks (10 working days) in advance.

1. Up to three (3) classified Employees who have been elected to hold either a State or District office in OAPSE shall be permitted time off, not to exceed three (3) days, without pay, to attend as a voting delegate, the Annual OAPSE Conference. Requests shall be made to the Superintendent at least two (2) weeks (10 working days) in advance.

2. Official delegates to the OAPSE Biennial Conference shall be permitted time off, not to exceed two (2) delegates for a period not to exceed one (1) day each without loss of pay. Requests shall be made to the Superintendent at least two (2) weeks (10 working days) in advance.

N. Union District Meeting

Members will be permitted to attend the OAPSE Annual District Conference without loss of pay if there should be no school scheduled for the children on that day. Members must give a two (2) week (10 working days) prior written notice to the Superintendent through their respective Supervisors.

O. Attendance Certification

Certification of attendance under M and N, above shall be required by those in attendance.

P. Conference Workshop Leave

The Board shall pay within the limits of appropriation, the reasonable expenses, as defined by Board policy, incurred by Employees who attend workshops, seminars, conferences, or other professional improvement sessions at the recommendation of the Superintendent for particular purposes of special benefit to the school system and/or the individual participating. A written report of the conference workshop will be

submitted to the Board of Education before expenses will be paid to the Employee.

Q. Labor Management Committee

A Labor Management Committee shall be established to confer on matters of mutual concern and to keep both parties to this agreement informed of changes and developments caused by conditions other than covered by this agreement, and to confer over potential problems in an effort to keep such matters from becoming major in scope. OAPSE members and the Administration shall be no more than six (6) each in number. Formal notes may be taken for informational purposes. Either party to this Agreement may request a meeting of the committee, but no more than one (1) meeting per month may be held unless mutually agreed upon.

ARTICLE 4 - ASSOCIATION MEMBERSHIP AND FEE CHECKOFF

- A. OAPSE Local 209 and the Hubbard Exempted Village Board of Education agree that each and every classified full-time and short-hour Employee in the recognized bargaining unit should contribute equally toward the cost of administration of this Master Agreement by OAPSE and for representation of the classified Employees in the described bargaining unit by OAPSE.
- B. All classified Employees whether they are employed by the Board as regular full-time or short-hour Employees, and who are eligible to hold membership in Hubbard Exempted Village OAPSE Local 209, shall become either:
1. A member of OAPSE Local 209 and execute an authorization for dues deduction on a form provided by OAPSE.
 2. In the alternative, the Board Treasurer shall deduct from the salaries of the Employee(s) not applying for membership, a service fee in the amount set forth in written notification by the Union Treasurer. Such fee shall be required as a condition of employment immediately upon employment.
 3. Any Employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such Employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Sections 501(c) (3) of the Internal Revenue Code, mutually agreed upon by such Employee and the OAPSE

State Treasurer. Such Employee shall furnish to the Union State Treasurer written receipts evidencing payment to such agreed-upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment, shall subject such Employee to the same sanctions as would nonpayment of Union dues under the Agreement.

4. In no case shall the monthly service fee be in excess of the regular OAPSE membership dues. All bargaining unit Employees shall authorize payroll deduction for the payment of dues or fees.
- C. Such deductions shall be made in eighteen (18) equal installments over a nine (9) month period, biweekly, beginning with the first pay in September. Signed payroll deduction authorization executed by the Employee shall be continuous from year to year or until such time as the Employee withdraws such authorization in writing. Withdrawal of membership does not preclude the payment of the fair share fee. An Employee may withdraw membership during a ten (10) day period from August 22 through August 31. Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to Section 4.2.2.
 - D. The Board shall forward to the OAPSE State Treasurer the amount of the State/Local dues/fees, along with a complete description, by name and amount, for each Employee. A copy of this description shall be forwarded to the Local Treasurer. This shall be done within ten (10) days following each deduction.
 - E. The Union shall indemnify the Hubbard Exempted Village Schools, the Board of Education, Treasurer, their agents and assignees, and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of action taken by the Hubbard Exempted Village Schools for the purpose of complying with any of the provisions of this Article, or in reliance of any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of and appointment of legal counsel for indemnification purposes.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a disagreement involving a work situation in which a member or members of the classified staff believe that there has been a violation, misinterpretation or misapplication of a specific provision of the written contract entered into between the Board and the Union.
2. A grievant shall be defined as a classified Employee, group of classified Employees, or the Union, alleging a grievance has occurred.
3. A working day shall mean a day on which the employee is scheduled to report to work.
4. For purposes of grievance time line calculation, the day following the filing of a grievance shall be considered the first day.

B. Grievant Representative

The grievant may be represented by a Union officer, classification representative, or field representative at any formal level of the procedure. The grievant must attend any and all hearings relating to the grievance but may substitute another bargaining unit member or legal representative for any of the aforementioned representatives. The union shall have the right to be represented in any grievance by the union president or designee.

C. Waiver of Procedure

If the grievance procedure is not initiated within 15 working days after the grievant knew, or reasonably should have known, of the event or condition upon which it is based, the grievance shall be considered waived. Any grievance not answered within the specified time limits shall entitle the grievant to proceed to the next level. If the grievant and/or his/her representative fail to meet any of the time limits specified in the grievance procedure, the grievance shall be considered waived.

D. Nondiscrimination

An Employee shall have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal.

E. Procedure

1. Level One - Informal. Any Employee who has a grievance shall discuss it with his/her appropriate Supervisor/Administrator and state that such discussion constitutes the initiation of the grievance procedure.
 - a. If the grievance has not been resolved at Level One, he/she may then file within five (5) working days, the completed grievance form (Appendix "A"), complete with details of the grievance, signed and dated by the Employee, and forward it to the Supervisor.
2. Level Two - Formal. The Supervisor shall hold a meeting to formally discuss the grievance within five (5) working days after receipt of the grievance form as stated above. The response shall be detailed in writing and copies sent to the Employee and Superintendent, and Union President within five (5) working days of the meeting.
3. Level Three - Formal. If the Level Two response by the appropriate Supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may file the grievance form, within five (5) working days of the date of the decision in Level II, with the Superintendent. A meeting shall be held within five (5) working days after receipt by the Superintendent. The grievant shall be advised in writing of the time, place and date of the meeting.
 - a. The Superintendent shall take action on the grievance and prepare a written report of such action within ten (10) working days after the parties' last meeting. The action taken shall be reduced to writing and a copy sent to the grievant, Supervisor and the President of the Union.
4. Level Four - Formal. If the grievance is not satisfactorily resolved in Level Three, the Grievant shall complete the grievance form, and submit same to the President of the Board (via the Treasurer) within five (5) working days of the receipt of the Superintendent's decision. Within twenty-one (21) days from receipt of the grievance form or at its next regularly scheduled meeting, the Board, the Superintendent, the grievant and his/her Union representatives will meet in executive session and discuss the issue(s). The Board will vote on the grievance at its next regularly scheduled meeting, and provide a written decision to the grievant(s) within five (5) days of Board action.

5. Level Five - Formal. If the action taken by the Board does not resolve the grievance to the satisfaction of the grievant, the grievant may request the Union to submit the issue to arbitration utilizing the appropriate form. This request must be sent to the Superintendent by the Union within fifteen (15) working days following the receipt of the decision of the Board. The arbitrator shall be chosen from not more than two (2) lists of seven (7) names furnished by the Federal Mediation & Conciliation Service. An arbitrator will be selected by the alternate strike method. The toss of a coin shall determine who strikes first.
- a. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit, as agreed to by the Union, the Board and the arbitrator. A copy of the decision shall be sent to the grievant, the Union President, the Treasurer and the Superintendent.
 - b. The arbitrator shall neither have the authority to add to, subtract from, modify, change or alter any of the provisions of the Agreement, nor add to, detract from, or modify the language therein, in arriving at a decision in regards to the grievance.
 - c. The arbitrator shall be confined to those issues which have been presented and shall have no authority to consider other issues which have not been presented for arbitration. The decision of the arbitrator shall be in accordance with law and be binding on both the Board and the Union.
 - d. The cost of the arbitration shall not be the responsibility of the prevailing party. If neither party is determined to have fully prevailed in the arbitration, the arbitrator will apportion the costs of arbitration, which consist of any fees, including the filing fee, and costs as set forth in the final bill of FMCS and/or the arbitrator, the fee for the court reporter, if used, any site costs (e.g., room charges), and substitute costs.
 - e. If the issue of arbitrability is raised, the arbitrator shall decide whether to hear the arbitrability issue before hearing evidence concerning or considering the merits of the case.

F. Other Procedural Matters

1. The written grievance shall be on a standard form provided by the Board (Appendix "A") and contain a concise statement of facts on which the grievance is based, the relief sought, and the Section(s) of the Operating Agreement alleged to have been violated.
2. Copies of the documents, communications, and records pertaining to a grievance which has been lodged shall be placed in files of the Treasurer of the Board and the President of the Union, and shall not become a part of the Employee's personnel file other than action taken as a result of the decision.
3. No grievant may be represented by an Employee organization other than the Ohio Association of Public School Employees/AFSCME/AFL-CIO, in any grievance procedure initiated pursuant to this procedure.
4. The parties who are directly involved in the investigation of a grievance shall cooperate with each other, and furnish such information as requested by the other party in order to facilitate the processing of the grievance.
5. Copies of all written decisions resulting from grievances shall be sent to all parties involved, the Union President, the grievant, the Superintendent, and the appropriate administrator.
6. The use of Superintendent in this procedure shall mean the Superintendent of the Hubbard Schools, or his/her designee. The grievant may request that the Superintendent hears the grievance which may extend the time line depending on the availability of the Superintendent.
7. Commencing with Level III - Formal of the grievance procedure, the grievant, Union President, or in the case of more than one person filing the same grievance, one representative, shall be excused from duty without loss of pay to attend the hearing if it is scheduled during their work shift.

ARTICLE 6 - RIGHTS OF INDIVIDUALS

A. Employee Views

Individuals shall be given the opportunity to express their views in accordance with school board policy.

B. Personnel Files

1. Personnel records shall be kept on file at the Administrative Building. These shall be the only official files. Each Employee shall have the right to review the contents of his/her own personnel file. A representative of the Union may, at the Employee's request, accompany the Employee in such review. The review will be made in the presence of the Superintendent/Designee.
2. Any Employee can request to see and will be permitted to examine his/her personnel file, so long as the Employee does not remove any article from the file. Any Employee may receive a copy of any information in the personnel file except as limited herein.
3. Any Employee receiving a written reprimand or notice that may be put in his/her file and that may be used in any disciplinary action procedure, and is of a disciplinary nature, shall be given a copy of said written notice or reprimand indicating that this record will be held in his/her file. All reprimands shall be issued within fifteen (15) working days of the supervisor's knowledge of the event unless an investigation extends beyond this period, in which case the reprimand shall issue upon completion of the investigation.
4. Communications including evaluations, recommendations and derogatory materials which are included in the personnel file shall be called to the Employees attention at the time of inclusion.
5. Employees shall have the opportunity to read any material which may be derogatory to the Employee's conduct, service, character or personality. The Employee shall acknowledge that he/she has read the material by affixing his/her signature and the date to the file copy. His/Her signature shall not indicate agreement with the content of the materials but only indicate that the material has been inspected by the Employee. He/She shall have the opportunity to reply to such derogatory material in a written statement attached to the file copy within twenty (20) working days of being notified of such material.

Prior to placement in the Employee's file, the Employee may appeal to the Superintendent regarding the appropriateness of the material.

6. Anonymous letters and materials shall not be placed in an Employee's file nor shall they be made a matter of record. Any materials placed in the Employee's file shall carry the date of enclosure.
7. There shall be nothing in an Employee's personnel file indicating that he/she has filed a grievance, except while the grievance is pending and unresolved.
8. Letters of reprimand, suspension, disciplinary actions and derogatory material shall remain in the personnel file.
9. Scheduled leave forms shall be kept on file in the Treasurer's office.

C. Disciplinary Action

1. If an Employee's performance is a possible cause for disciplinary action of suspension, temporary transfer, or termination, he/she shall be so informed in a meeting with his/her Supervisor and the Superintendent. At the Employee's request, a Union representative may also attend this meeting.
2. An Employee whose performance is in question shall have the right to review his/her personnel file prior to the meeting date, unless the nature of the Employee's actions is such as to demand immediate disciplinary action, as determined by the Superintendent.
3. Employees holding continuing contracts whose performance or actions result in termination will be given such notice and due process procedures as required by law.
4. The Employee may have representatives of the Union and/or legal counsel and/or other individuals who have functioned in a supervisory capacity with him/her present at this meeting.
5. The Employee and/or his/her representative and the Board and/or its representative shall be permitted to ask questions of any person who presents information at such a meeting.

6. Written reprimands shall be discussed with the employee prior to being placed in the personnel file. The employee shall have the right to respond to any written reprimand, in writing, according to Section B above, within twenty (20) working days from the date of the written reprimand.

D. Employee Evaluation

1. Employees may be evaluated at least once per year by an appropriate Supervisor. The Supervisor will discuss the evaluation with the Employee. The Employee will sign the evaluation and will be given a copy of such evaluation.
2. The signature of the Employee on the evaluation will not signify agreement or disagreement, only that the Employee discussed the evaluation.
3. The Employee shall have the right to respond to the evaluation, either on the form or by a letter which shall be attached to the evaluation. Said response must be filed within ten (10) working days of the evaluation conference.
4. The decision of whether to evaluate an employee or the existence of an evaluation shall not create an expectancy of continued employment. Decisions regarding continued employment are determined by the Board.

E. Classifications

1. Every bargaining unit position shall be placed in a job classification.
2. All newly created positions/classifications which are not of a supervisory or managerial nature, and/or exempt from Union affiliation by law, shall be assigned to the bargaining unit if the majority of the duties outlined in the job descriptions are duties performed by bargaining unit members. When job descriptions are to be revised, the Board, the Employee, and a Union representative shall review proposed changes, and shall have input into such revisions. Following such revisions, if an agreement cannot be reached, the Superintendent shall have final authority, and the Union shall receive a copy of the final job description.

3. When a position/classification is to be abolished, the Board agrees to notify the Union President in writing. The Union President may request a meeting with the Superintendent to discuss the reasons for such abolishment. However, the Board retains the right to decide if a position/classification is to be abolished.

F. Drug and Alcohol Testing Programs

1. Drug and Alcohol Testing

The Board finds that abuse of alcohol, drugs, prescription medications and controlled substances is a major social problem in the United States. The Board feels a strong responsibility to its citizens, employees, students and the general public to focus on this substance abuse problem. Accordingly, the Board will utilize testing as a means of detecting substance abuse in the workplace and will control this problem by appropriate follow-up action. Alcohol and drug abuse will not be tolerated in the workplace, and its presence can result in the termination of an employee or rejection of an applicant.

All new applicants for bargaining unit positions (i.e., not current bargaining unit members) will be required to successfully pass a post-offer/pre-employment ten-drug screening test as a condition of employment. If an applicant tests positive, they will be permitted to take a second test within twenty-four (24) hours. If a second test is taken and passed, the applicant may be hired and the cost of such second test will be paid by the Board. If a second test is taken and failed, the results will be considered as conclusive and the applicant will not be hired. The Board may immediately discharge any employee who fails the drug screening as set forth above.

2. Definitions

The following words used in this policy have the meaning as defined below unless the context plainly requires otherwise;

- a. "Alcohol," the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- b. "Alcohol use," the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

- c. "Alcohol concentration (for content)," the alcohol in a volume of breath as indicated by an evidential breath test.
- d. "Board," the Hubbard Exempted Village Board of Education.
- e. "CDL license holder," all regular and substitute bus driver, other staff members who may drive students in Board-owned vehicles or inspect, repair, and maintain Board-owned vehicles.
- f. "Certificate," a certificate issued by the Hubbard Exempted Village Schools Board of Education to operate a school bus or other school district-owned vehicle.
- g. "Covered employee," an employee of the Board who holds a CDL and performs any safety-sensitive function.
- h. "Drugs," amphetamines, cocaine, marijuana, opiate, or phencyclidine. As used in this policy, "drug" is used interchangeably with "controlled substance."
- i. "School bus," a commercial moving vehicle owned by the Board. As used in this policy, "school bus" includes any moving vehicle owned by the Board requiring a CDL to operate.
- j. "Safety-sensitive function,". Includes all tasks associated with the operation and maintenance of Board-owned vehicles.
- k. "Substance abuse professional," a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or an addiction counselor who is certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, with the knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders, who is not employed by the School District.
- l. "Superintendent," the Superintendent of Schools of the Hubbard Exempted Village School District, or designee.
- m. "Test site," the designated location of the contracted health provider where drug or alcohol testing occurs.

3. Before performing an alcohol or drug test under federal law or this provision of the collective bargaining agreement, the Board shall notify all employees and/or potential employees that the alcohol or drug test is required by federal law and this provision of the collective bargaining agreement.
4. All employees are prohibited from reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug. If the Board learns of an employee having an alcohol concentration of 0.04 or greater, or being under the influence of a prohibited drug, the Board shall order the employee to cease performing his/her duties, and shall institute termination proceedings.
5. Reporting for duty or performing ones duty while under the influence of alcohol (i.e. having an alcohol concentration of 0.04 or greater) or a prohibited drug shall result in proceedings for termination.
6. No employee may use alcohol or a prohibited drug while performing his/her duties.
7. Employees are prohibited from using alcohol within 4 hours prior to performing their duties.
8. All employees shall submit to the following:
 - a. A post-offer/pre-employment alcohol or drug testing;
 - b. A post-accident alcohol and/or drug testing;
 - c. Reasonable suspicion alcohol and/or drug testing; or
 - d. Follow-up alcohol and/or drug testing.
9. In addition to the alcohol and/or drug testing stated in Paragraph 8 above, CDL Holders must also submit to random alcohol and/or drug testing.

Any employee who refuses to submit to the above identified tests in Paragraphs 8 and 9 shall be prohibited from performing or continuing to perform his/her duties, and shall be subject to termination proceedings.

9. Pre-employment testing:

- a. Alcohol: Prior to employment, an applicant must undergo an alcohol test. The alcohol test must indicate an alcohol concentration of less than 0.04. If the alcohol concentration is greater than 0.02 but less than 0.04, the applicant may not perform covered duties until his/her alcohol concentration goes below 0.02.
- b. Drugs: Prior to employment, an applicant must undergo a drug test. The applicant shall not be hired unless the drug test comes back with a verified negative result.

10. Post-accident testing:

As soon as practicable following an accident involving loss of human life and/or if the employee received a citation under State or local law for a moving traffic violation arising from the accident, any covered employee on duty on the bus/school vehicle at the time of the accident, shall be tested for drugs and alcohol. The Board shall also test any other covered employee whose performance could have contributed to the accident, as determined by the Board using the best information available at the time of the decision.

- a. In all other accidents not involving the loss of human life, the employer shall test each covered employee on duty on the bus/school vehicle at the time of the accident, unless the Board determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.
 - (1) The alcohol tests shall be administered within two hours of the accident or as soon as practicable, but in no case more than eight hours after the accident.
 - (2) An employee required to take a post-accident alcohol test shall not use alcohol for eight hours following the accident or until s/he undergoes the post-accident alcohol test, whichever occurs first.

- (3) An employee shall be tested for drugs as soon as practicable and within 32 hours of the accident.
- (4) If an employee who is subject to post-accident testing fails to remain readily available for such testing, including notifying the employer of his/her location if s/he leaves the scene of the accident prior to submission of such test, s/he shall be deemed to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following any accident or to prohibit a covered employee from leaving the scene of an accident for a period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

11. Random Testing: Covered employees are subject to random unannounced alcohol and drug testing.

- a. Alcohol: Minimum annual percentage rate for random alcohol testing shall be 25% of covered employees or such other number as is published in the Federal Register annually.
- b. Drugs: The number of covered employees randomly selected for drug testing during the calendar year shall be equal to a minimum annual percentage rate of 50% of the total number of covered employees subject to drug testing under this provision.
- c. The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made. The Board shall insure that random alcohol and drug tests conducted under this provision are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year.
- d. Each covered employee who is notified of selection for random alcohol and drug testing shall proceed to the test site immediately, or as soon as possible after completing his/her assigned duties. Random tests shall occur either before an employee performs his/her duties or immediately following the

conclusion of his/her duties and the employee will be compensated at the field trip rate for two hours.

12. Reasonable Suspicion Testing: Any employee who the Board has a reasonable suspicion to believe has violated these provisions (i.e. is either under the influence of alcohol or a prohibited drug) shall submit to an alcohol and/or drug test upon the Board's request. A test under this provision shall only be required if the Board's reasonable suspicion occurs either during, just preceding, or just after the period of the work day when the covered employee is required to be in compliance with this provision.
13. Follow-up Testing: After it is disclosed, discovered or determined that an employee is in need of or has in fact received assistance/treatment in resolving alcohol or substance abuse problems, that employee is subject to unannounced alcohol and/or drug testing. Such testing shall not exceed 60 months from the date of initial disclosure, discovery or determination.
14. Such follow-up testing shall be conducted when the employee is performing, has just finished performing, or just prior to performing his/her duties.
15. Employees shall receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited drug use.
16. When administering a drug test the Board shall ensure that the following drugs are tested for: (1) Marijuana (2) Cocaine (3) Opiates (4) Amphetamines and (5) Phencyclidine.
17. Any employee who alters or attempts to alter alcohol and/or drug testing results shall be subject to termination proceedings.
18. Alcohol and drug test results shall be protected as confidential medical records in accordance with state and federal law.

G. Workers Compensation

1. All employees covered under the terms and conditions of this Agreement are covered under the State Workers' Compensation Act in

cases of injury and/or death incurred in the course of, or arising out of their employment.

2. An injury incurred while performing assigned duties shall be immediately reported to the injured employee's supervisor or other designated representative. Employees shall report all unsafe or unhealthy working conditions to their supervisors as soon as possible. The failure to comply with this requirement may result in disciplinary action.
3. Employees will have the option of taking sick leave or receiving Worker's Compensation benefits as a result of job related injury requiring the employee to be absent from work. Employees exhausting available sick leave, including advancements, must apply for an unpaid leave of absence for medical reasons to maintain their right to return to work. Benefit continuation will be in accordance with the FMLA.
4. Employees returning to active status from a leave involving a Worker's Compensation claim may be required to provide a fitness for return to duty medical verification upon request of the Administration.

ARTICLE 7 - POSTING BID PROCEDURE AND TRANSFER

- A. A vacancy shall be defined as:
 1. Death of a bargaining unit member.
 2. Retirement of a bargaining unit member.
 3. Resignation of a bargaining unit member.
 4. Creation or restoration of a bargaining unit position.
 5. Termination/non-renewal of a bargaining unit member.
 6. Transfer/promotion of a bargaining unit member.
- B. The Board shall post all vacancies that it intends to fill within fifteen (15) working days of the actual date of the vacancy, in all Board owned or rented buildings for a period not to exceed five (5) working days. At the end of the five (5) working days, the bidding will be closed. The vacancy notice shall contain a description, location and details of the opening, including the

number of hours and days to be worked. The Superintendent will notify the Union President of the Board's determination not to fill a position.

- C. The awarding and filling of the vacancies from within the classification shall occur within two days of the close of the five (5) day posting period mentioned in B., above.
- D. An Employee, within the classification of the vacancy, may request and shall be granted an interview. If the employee does not receive the position, the employee shall be notified in writing. If two (2) or more Employees within the classification are under final consideration to fill the vacancy, when skill, ability and other relevant criterion (including, but not limited to attendance) are relatively equal, seniority shall prevail. It is the responsibility of the Administration to decide which individual is best qualified for any open position. Any vacancy existing at the end of this process will be filled according to the procedures set forth in Paragraph E, below.
 - 1. If an Employee fills the vacancy in the manner set in Paragraph D, above, such position shall be subject to the following conditions:
 - a. The Employee shall be subject to a probationary period of twenty (20) working days and may at any time during that period be removed and reassigned to his/her former position.
 - b. During the twenty (20) working days probationary period, the Employee may request to be returned to his/her former position.
 - c. If it determines to fill the vacancy left by the employee moving within the classification, the Board shall hire a substitute to fill the vacancy created by the probationary period or post the vacancy. In no case shall the vacancy be posted later than two (two) days following the twenty (20) day period.
- E. After the procedures in Paragraphs A through D, above, are followed and a vacancy still exists, the following sections shall apply:
 - 1. The vacancy shall be posted as provided in Paragraph B, above, and a copy shall be sent to the President of the Local.
 - 2. An Employee must make a request for the vacant position, in writing, to the Superintendent. Present Employees shall be given consideration

for all vacancies. Qualifications, seniority, past performance with the Board and work skills shall be considered.

3. Qualifications for a position shall be related to the vacant position and once established and posted, shall not be altered in such a manner as to contravene the intent of this Article by giving incidental qualifications emphasis for the purpose of denying a position to an otherwise qualified person (e.g. a person who possesses the skills and training required to use an Advanced Word Processing program shall not be disqualified merely because the position requires the use of a slightly different program, where the applicant could quickly learn to use the program).
 - a. If an Employee fills the vacancy in the manner set forth above, such position shall be subject to the following conditions:
 - (1) The Employee shall be subject to a probationary period of twenty (20) working days and may at any time during that period be removed and reassigned to his/her former position.
 - (2) During the twenty (20) working days probationary period, the Employee may request to be returned to his/her former position.
 - (3) If it determines to fill the vacancy left by the employee moving to a new classification, the Board shall hire a substitute or fill the vacancy created by the probationary period, or post the vacancy. In no case shall the vacancy be posted later than two (2) days following the twenty (20) working day period.
- F. Notification of all vacancies during June, July and August shall be sent to the OAPSE President via email. During the summer, the posting period shall be adjusted to coincide with pay dates. Notice of vacancies determined to be posted over the summer will be provided through employees' direct deposit notification.
- G. Within five (5) working days after the filling of the vacancy is Board approved, the date of hire and name of person filling the vacancy shall be given to the President of the Union.

H. When moving from one classification to another, on a permanent basis, the Employee shall transfer total years of experience in the Hubbard District to the new department for salary purposes, and for reduction in force.

I. Summer Work

Summer work, as determined by the Superintendent, shall be defined as starting with the first work day after school is out. All summer extra work, custodial, transportation and/or clerical work which cannot be performed by regular employees during the summer months shall be offered to qualified bargaining unit members who are not otherwise scheduled to work during the summer months. Bargaining unit members who desire such work shall sign on a roster sheet between May 1 and May 15 of each school year. At the discretion of the Supervisor, employees may be called out from this roster. Employees assigned to summer work shall be at step 2 of the Cleaner Salary Schedule.

The Superintendent, at his/her discretion, may contract for services and/or hire outside of the bargaining unit for summer work that involves specific training and/or expertise or for services that include, but are not limited to maintenance of the football fields, window cleaning and/or in some circumstances, the baseball/softball fields (see, Article 8.A.).

J. Substitute Work

Employees wishing to substitute in other classification/classification areas and who are approved for such substitute work will be paid at the step of the salary schedule according to their years of service for that classification, not to exceed the top rate.

ARTICLE 8 - LEAVES

A. Sick Leave

Each Employee shall be entitled to fifteen (15) days sick leave with pay each year which shall be credited at the rate of one and one-fourth ($1\frac{1}{4}$) days per month. The number of sick leave days Employees may accumulate shall be unlimited. A bargaining unit member will accumulate sick leave for the job/hours for which they work. In other words, he/she will accrue sick leave at the mathematical equivalent of the number of hours worked at the time sick leave was earned. So that any movement up or down in hours worked would result in a modification of the number of hours accrued.

Example:

A four (4) hour employee, who has earned thirty (30) days of sick leave (120 hours), when transferred to an eight (8) hour position will have accumulated fifteen (15) days of sick leave (for the eight (8) hour position).

An eight (8) hour employee, who has earned thirty (30) days of sick leave (240 hours), when transferred to a four (4) hour position will have accumulated sixty (60) days of sick leave (for the four (4) hour position).

1. Procedure. All Employees may use sick leave for absence due to illness, injury, exposure to contagious disease and illness or death in the Employee's immediate family.
2. Employees may transfer sick leave accumulated in other Ohio Public Employment, only to the extent that such sick leave could be accumulated as an Employee of the school district.
3. Immediate family is defined as mother, father, grandparent, grandchild, spouse, child, brother, sister parent-in-law, stepparent, and persons for whom the Employee is the sole provider as determined by the fact that the individual is claimed as a dependent on Federal Income Tax by the Employee. The burden of proof for establishing this relationship is that of the Employee. In addition to the above, sick leave shall be granted to attend the funeral of a member of the immediate family as defined above, as well as a spouse, son, daughter, sister, brother, grandchild, grandparent, daughter-in-law, son-in-law, sister-in-law, brother-in-law, niece, nephew, first cousin, aunt or uncle of employee or spouse.
4. Upon return to work, the Employee shall complete the sick leave form provided by the Board to verify the use of sick leave. If medical attention is required, the form shall indicate the name and address of the attending physician and date(s) consulted. Abuse of sick leave shall be cause for disciplinary action.
5. Each member of the bargaining unit shall be advanced five (5) days of sick leave per contract year if accumulated sick leave is exhausted or said member has not accumulated sufficient sick leave. A member of the bargaining unit shall be granted advancement only after indebtedness of any previous advancement has been repaid. Any advanced sick days shall be deducted from future accumulations or

deducted from the employee's final check if the employee is no longer with the Hubbard Schools and has not accumulated enough for the pay back. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements, except as otherwise provided within this Article. The Board shall pay the Employee fringe benefits consistent with the FMLA, i.e., until the Employee has exhausted his/her 12 WEEK FMLA entitlement.

Employees who exhaust all available sick leaves and advancement may request a "sick leave without pay" leave of absence, consistent with state law.

6. Holidays. Holidays occurring during the period of absence shall not be deducted from the absent Employee's accumulated days.
7. Fraudulent use of sick leave and/or falsification of the grounds for the use of sick leave constitutes grounds for disciplinary action up to and including termination; reference ORC 3319.141.
8. Bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of more than five (5) days must, upon request, provide the Board with medical verification and information concerning the prospects of a return to work and will consent to a release for such purpose upon request.
9. Sick leave should typically be used for routine doctor, dental and/or other health service provider visits which are not an emergency or related to a current illness or injury and such appointments should be scheduled outside of the workday or work week whenever possible.

B. Sick Leave Bank

A Sick Leave Bank, hereinafter referred to as "Bank," shall be established for the bargaining unit. Participation in the Bank shall be voluntary. The Bank shall remain in existence provided that eighty percent (80%) of the bargaining unit members volunteer to participate and shall be governed by the following procedures:

1. Any Employee with one (1) or more days of accrued but unused sick leave must contribute one (1) sick day to the Bank in order to join the Bank. Bargaining unit members who choose to remain must return the application to the union vice president between the first day of school

and September 30th of each year, or within ten (10) working days after being officially employed by the Board if otherwise eligible.

2. Participating Employees shall contribute one (1) day each time the Bank contains days numbering fewer than thirty (30). Those employees who have exhausted their sick leave shall make their contribution to the bank as soon as they accumulate sick leave. Sick leave days shall not be returned to the Employee except as provided hereinafter for the Employee's personal illness, accident or injury.
3. A Sick Leave Bank Committee shall be appointed by the Union to approve or disapprove all requests for withdrawal from the Bank within the following limitations:
 - a. A withdrawal may be approved only upon the depletion of the respective Employee's accumulated sick and personal leave including exhaustion of the five (5) days of advanced sick leave under law.
 - b. The maximum withdrawal for any Employee per contract year shall be 30 work days.
 - c. An Employee may apply to the Committee for a withdrawal in advance of the depletion of such Employee's sick leave, to be granted, if needed, upon such depletion.
 - d. Withdrawals shall be in full day units.
 - e. All applications for withdrawal shall be in writing, shall be verified by the Committee, and may be submitted on behalf of an Employee by another person when necessary. Applications must include a doctor's verification of illness and a projected date of return to work.
 - f. An employee whose medical claims are being covered by workers compensation are not eligible for sick leave bank donations.
 - g. The granting of days from the sick leave bank shall be within the discretion of the sick leave bank committee. Such decisions are final and not subject to challenge by grievance or otherwise.

4. There shall be no requirement for an Employee to replace sick leave days withdrawn from the Bank, except as equally required of all other participating Employees.
5. A participating Employee who chooses not to participate in the Bank shall not be eligible to withdraw any sick leave already contributed to the Bank.
6. The Committee shall meet with appropriate Board administrators to establish procedures for the recording, reporting and accounting of Bank transactions and for other purposes as the Committee or administrators deem necessary.
7. Applications to participate in or to make a withdrawal from the Bank may be obtained from the Union.
8. The Union and the Board shall, by mutual consent, establish any other procedures necessary for the proper implementation of the Bank.

C. Personal Leave

1. Personal leave during the first year of employment shall be pro-rated by hire date.
2. In addition to sick leave, the Board annually provides three (3) unrestricted leave days.
3. The following regulations will govern the use of personal leave:
 - a. Personal leave days are non-accumulative as personal days.
 - b. These days shall not be granted for the day prior to or the day following a holiday or a vacation period as listed on the official school calendar except in case of emergency, or during the first and/or last week of school except in cases of emergency. Emergency cases require the approval of the superintendent or his/her designee.
 - c. Unrestricted means no reason is necessary; the Superintendent/Designee has the right to limit use of Personal Leave to 5% of the classified staff in any classification, with a minimum of one (1) employee per classification. Prior written application shall be

made at least three (3) days in advance of the day requested, except in cases of emergency.

- d. The request must be signed by the Supervisor. This signature is to ensure the Supervisor's knowledge of the request only, and is not to be construed as the granting or denial of the request.
- e. Each day or half day of unused personal leave at the end of the school year will be added as an additional day or half day of sick leave to the Employee's sick leave accumulation in July.

D. Assault Leave

1. An Employee of the bargaining unit who is required to be absent due to physical disability resulting from an unprovoked assault which occurs in the course of Board employment while on duty either on school grounds, during school hours, or where required to be in attendance at a school-sponsored function, shall be eligible to receive assault leave. Upon determination of eligibility by the Board and/or its designee, such leave may be granted for not more than Forty-five (45) days upon the Employee's delivering to the Treasurer, a signed statement on forms prescribed by the Board. Such statements will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and the willingness of the Employee to participate and cooperate with the Board in pursuing legal and/or disciplinary action against the assailant(s). If medical attention is required, the Employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Nothing herein shall be construed so as to preclude an employee from attempting to gain assistance or to protect himself/herself in the event of an assault.
2. Full payment for assault leave, less worker's compensation and/or unemployment compensation, shall not exceed the Employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension and/or termination of employment under Ohio Revised Code, Section 3319.081 and Section 3319.141.

3. Where the Employee exhausts the assault leave, he/she may use sick leave in the event the Employee is unable to return to work due to injuries caused by the assault.

E. Unpaid Leaves-of-Absence

1. Upon written request, consistent with state law and as provided under conditions specified herein, Employees may be granted unpaid leaves-of-absence for a maximum of two (2) years for educational reasons, professional reasons, or other purposes.
2. The Board shall grant an unpaid leave-of-absence for up to two (2) consecutive school years where personal illness, injury or illness or injury in the immediate family is the reason for the request. Where appropriate, leave under this paragraph shall be considered as FMLA leave for purposes of the Employee's annual FMLA entitlement.
3. Unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request otherwise meets the requirements of state law for an unpaid leave.
4. It is understood that no member shall have a right to unpaid leave for sporadic or short term absences, whether or not based upon illness (unless otherwise qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.
5. All Employees shall be granted a leave-of-absence for military duty in accordance with Federal and State law.
6. Any Employee covered by this contract that is granted an unpaid leave-of-absence and accepts any other employment during the leave period terminates his employment with the district.

F. Expectancy Leave

1. The Employee may use her accumulated sick leave during any period of disability because of pregnancy. Pregnancy disability shall collectively refer to physical disability caused or contributed to by pregnancy, childbirth and recovery therefrom.
2. Such sick leave for pregnancy disability shall be paid as long as the Employee is not physically capable of performing all duties and responsibilities of her position as certified in writing by the Employee's physician, and only to the extent of the number of days accumulated by the Employee. After six (6) weeks of use of Sick Leave after delivery, the Employee may be required to submit a doctor's statement verifying the necessity of continued use of sick leave due to disability.
3. Where appropriate, leave under this paragraph shall be considered as FMLA leave for purposes of the Employee's annual FMLA entitlement.

G. Parental Leave

1. An Employee desiring to take an unpaid leave-of-absence to care for a newborn or adopted infant child (18 months old or less) shall notify the Superintendent, in writing, of the effective date. The Employee is expected to give written notification to the Superintendent at least thirty (30) days in advance of the date she/he anticipates the leave to begin, and the duration of the leave. Parental leave shall be granted for the time requested, not to exceed one year. Should the Employee desire an additional year of leave or portion thereof, she/he shall notify the Superintendent, in writing, at least thirty days prior to the end of the previously authorized leave. The additional leave-of-absence may be granted. If granted, the Employee must notify the Superintendent, in writing, at least thirty days prior to the end of the leave of his/her intent to return for the following school year or to resign his/her employment. Failure to notify the Superintendent in a timely manner shall be considered automatic separation/termination. Parental leave shall not exceed two (2) contract years.

H. Professional Leave-of-Absence

Employees may request to attend professional meetings upon approval of the Superintendent/Assistant Superintendent without loss of pay.

I. Seniority on Leave

Employees on authorized unpaid leaves-of-absence shall be considered as maintaining the characteristics of continuity of service. Employees shall not accrue seniority while on leave and shall return to the same contract status upon return from leave.

J. Leave Application

Application for a leave-of-absence shall be made at the Employee's discretion. The application shall be made in writing to the Superintendent.

K. Fringe Benefits

Employees on a family medical leave-of-absence (as permitted under federal law) and who carry insurance with the Board shall have the Board's portion paid by the Board for a twelve (12) week period. Following the twelve (12) week period, the employee will have the option to pay for Board paid insurances while on leave. The Employee shall forward the premium one (1) month prior to the payment date.

L. Application for Reinstatement

In all cases of leaves-of-absence, the Employee shall give written notice to the Superintendent of his/her intent to return to his/her former position at least thirty (30) calendar days prior to the expiration of the leave. The Board shall give written notice to the Employee that the leave-of-absence will expire. This notice shall be given no later than forty (40) days prior to the expiration date and request the intent of the Employee. Failure of the Employee to give notice will cause termination at the expiration of the leave-of-absence.

The Employee may not return to employment on a full-time basis until the granted leave expires unless waived by mutual consent of the Superintendent and the Employee.

Upon return to full employment, the Employee shall be assigned to his/her former position, or similar position, and to the shift previously assigned before the leave if it is still in existence.

M. Five-Day Unpaid Leave

Employees may request and be granted leaves without pay, with the approval of the Superintendent for up to five (5) days per contract year. Approval will not unreasonably be withheld. If requested by the Employee, reasons for a refusal to grant unpaid leave will be given orally. Employees granted this

leave will have their salary deducted for the number of days not worked. Nothing herein shall be deemed to provide any employee with an expectation that unpaid leave will be granted and/or that absence without authorized leave status will be permitted.

N. Family & Medical Leave Act (FMLA) Leave

1. Pursuant to the terms and conditions of federal law (FMLA) and its implementing regulations, each eligible Employee is entitled to up to 12 weeks of FMLA leave in any 12-month period. An Employee is permitted to take this leave for the following reasons:
 - a. The birth of a child, and to care for the newborn child within one (1) year of birth;
 - b. The placement of a child with the Employee by way of adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival;
 - c. The Employee is needed to care for an immediate family member (child, parent or spouse) with a serious health condition; and
 - d. Employee's serious health condition prevents him/her from performing the functions of his/her job.
 - e. Qualified Exigency Leave that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call of order to covered active duty in the Armed Forces (including the National Guard and Reserve)
 - f. Military Caregiver Leave to care for a covered service member or veteran with a serious injury or illness.

2. Definitions

- a. Eligible Employee: A person who has been employed for at least twelve (12) months by the Board, and performed at least 1,250 hours of service for the Board over the 12-month period preceding the commencement of the leave.

- b. Twelve Month Period: The 12-month period measured forward from the date an Employee's first FMLA leave begins. An Employee would be entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period.
3. Simultaneous with the Board granting an eligible employee FMLA leave (in accordance the Act's qualifications), the Board will utilize the employee's accrued sick leave.
4. If the Employee has not accrued adequate paid leave to cover the entire 12-week period of FMLA leave taken under this provision, the remaining weeks of FMLA leave will be taken without compensation.
5. An Employee who fraudulently obtains FMLA leave from the Board is not protected by the law's job restoration or maintenance of health benefits provisions.
6. The Board of Education shall comply with and implement the terms and conditions of the Family & Medical Leave Act pursuant to adopted Board policy and the final implementing regulations of the FMLA.

Q. Jury Duty/Court Leave

Employees shall be allowed to serve on juries during the regular contract year when called and there shall be no financial penalty attached to such service in any way. Such days shall not be deducted from the accumulated sick leave, personal leave, or unpaid leave days. Likewise, there shall be no financial penalty or requirement for leave use for an employee honoring a subpoena in a civil or criminal action with exception of any action involving the board of education and the association and/or bargaining unit members covered by this contract.

ARTICLE 9 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Teams

The Board, or designated representative(s) of the Board, will meet with representative(s) designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams, not to exceed six (6) members each. Each party may call upon one consultant to assist in negotiations. The expense of such consultants shall be borne by the party requesting them. The chairperson of each team may designate a spokesperson for the team. However, discussion may be opened up to any or all members of both teams and their consultants if mutually agreed to by each chairperson.

B. Regulations

1. Upon request of either party for a meeting to open negotiations, a mutually accepted meeting date shall be set not more than fifteen (15) days following such request.
2. Such requests for regular negotiations of the Operating Agreement shall not be made before April 1 of the year in which the contract is terminating.
3. All issues proposed for discussion shall be submitted in writing by the Union and by the representative(s) of the Board to each other at this first meeting to formulate the agenda.
4. No additional issues shall be submitted to the agenda by either party following the second meeting unless mutually agreed upon by both parties.
5. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by both parties.
6. Meetings shall not exceed three (3) hours, unless mutually agreed, and shall be held at a time other than the regular school hours.

C. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus unless extended time is mutually agreed upon.

D. Exchange of Information

Prior to and during the period of negotiations, the Board and the Union agree to provide to each other, upon written request, prepared information concerning the issue(s) under consideration.

E. Progress Reports

The parties agree that during the period of negotiations and prior to reaching an Agreement to be submitted to the Board and the Union, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

F. Reaching Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a tentative Agreement and submitted to the Union and the Board for approval. Following approval by the Union and by the Board, the Board shall, by resolution, adopt the Agreement.

G. The cost of the printing shall be paid by the Board.

H. Impasse Procedures

1. If, forty-five (45) days prior to the expiration of the Agreement, all issues have been discussed and no tentative agreement has been reached, either party may declare impasse.
2. If impasse is declared, it is with the understanding that impasse is declared on all issues where agreement has not been reached.
3. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation (FMCS).
4. The assigned mediator has the authority to recommend, but not to bind either party to, any agreements.
5. The procedure set forth in this Article represents a mutually agreed dispute settlement procedure which supersedes the procedures contained in Ohio Revised Code Section 4117.14, except that the Union retains the right to strike by following the procedures required in Ohio Revised Code Chapter 4117.

ARTICLE 10 - ECONOMIC AGREEMENTS

A. Vacations

1. The vacation schedule for Eleven (11) or twelve (12) month Employees shall be as follows, with years defined as a Hubbard Employee working in a eleven (11) or twelve (12) month position. The Employee shall be eligible for this benefit in the contract year following their 1st, 8th, 10th, 12th, 14th, 16th and 18th year. Employees shall receive one week in the first year of employment. This week shall be pro-rated by hire date. Effective with the 2009-2010 contract year, eleven-month employees shall be limited to a maximum of two (2) weeks of vacation. Otherwise, vacation days will be as follows:
 2. Two through eight years - two (2) weeks
 3. Nine and ten years - three (3) weeks
 4. Eleven and twelve years - three (3) weeks plus one (1) day
 5. Thirteen and fourteen years - three (3) weeks plus two (2) days
 6. Fifteen and sixteen years - three (3) weeks plus three (3) days
 7. Seventeen and eighteen years - three (3) weeks plus four (4) days
 8. Nineteen through twenty five years - four (4) weeks + 1 day
 - a. 26 years - 4 weeks + 2 days
 - 27 years - 4 weeks + 3 days
 - 28 years and beyond - 5 weeks
9. Vacations may be taken at any time during the Employee's contract year with the Supervisor's approval. Employees must designate the requested vacation at least ten (10) days prior to usage, on a list. The Supervisor will approve or deny the request based on a first come, first serve seniority bases. A Supervisor may deny a request for vacation as unduly disruptive to District operations if the capacity of the workforce is limited at the time of request. Vacations may not be revoked after they have been approved.

B. Paid Holidays

1. All regular classified Employees working less than twelve (12) months annually shall be entitled to the following paid holidays: Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, President's Day.
2. Those regular classified Employees working twelve (12) months shall be entitled to the holidays as specified in B.1. plus: the day following Thanksgiving Day, New Year's Eve Day and the Fourth of July. Cleaners and Secretaries shall have the same holidays except for the Fourth of July.
3. The designated holidays specified in Paragraph B. 1. above which fall on a Saturday shall be celebrated on the preceding Friday. Those holidays falling on a Sunday shall be observed on the following Monday.

C. New Employees

1. All newly hired Employees shall be placed on the salary schedule at Step 0.

D. Severance Pay

1. All Employees may elect, at the time of retirement from active service from the Hubbard Exempted Village School District and having met the requirements of the School Employees Retirement System Law, and with five (5) or more years of service in the Hubbard Exempted Village School System, to be paid in cash for the value of his or her accrued unused sick leave credit. Severance pay shall be granted at the per diem contract rate of said retiring individual for the unused accumulated sick leave at no more than the following number of days:
 - a. $33\frac{1}{3}\%$ of accumulated sick leave up to a maximum of 100 paid days.
2. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Employee at that time. Such payment shall be made only once to any Employee. The severance

payment will be made upon presentation of evidence that the first retirement payment has been received from the School Employees Retirement System.

In accordance with the Internal Revenue Code section 415, employees must provide the Board with evidence of retirement payment in order to receive severance pay no later than 2 $\frac{1}{2}$ months after severance from employment. Delayed presentation of evidence of retirement will result in the employee not receiving severance pay until the end of the calendar year.

E. Calamity Days

1. Bargaining unit members will receive their regular pay for any day that school is closed due to a public calamity. However, twelve-month employees are required to work on a calamity day and shall be paid only their regular pay, plus an additional amount equal to one half their regular hourly rate for the hours worked. Should the District exceed five (5) calamity days in any contract year, make-up days will not result in additional pay for any employees.
2. Should the decision to close a school(s) come after the starting time of an Employee who is at work (excluding 12-month employees), the Employee shall be paid a minimum of two (2) hours pay or for the actual number of hours worked after the school(s) are closed, whichever is greater, at the rate specified above. Employees seeking payment for the two-hour minimum may be required by his/her supervisor to work the two-hour period.
3. If the opening of school is delayed, employees other than bus drivers are required to report to work at their established start time, although exceptions may be approved by the immediate supervisor. On such delayed start days, bus drivers are to report at the appropriate time corresponding with the delay (i.e., a driver reporting at 6:30 a.m. for a regular school day will report at 8:30 a.m. for a two-hour delay).
4. Employees will receive regular pay for all dates wherein the opening of school is delayed.

F. Regular Work Week

1. The regular work week shall be forty (40) hours. The normal work pattern shall be five (5) consecutive work days beginning with Monday and ending with Friday. However, custodians hired after July 1, 2008, and all employees hired after July 1, 2014, may be employed for other than Monday through Friday work weeks. Such employees would not be given overtime pay for work on Saturday and/or Sunday if such days are within their normally scheduled work week.

G. Overtime

1. Overtime Pay. The Board shall pay for overtime at the rate of time and one-half ($1\frac{1}{2}$) for all hours in paid status over forty (40) in a week and for work done on holidays. Paid status, for purposes of this Article, does not include time on sick, vacation or personal leave.
2. Compensatory Time. A full time Employee, at his/her option, may request compensatory time at the rate of time and one-half ($1\frac{1}{2}$) for all hours in paid status in excess of forty (40) hours per week and, if granted, shall not accumulate beyond two hundred forty (240) hours. The Employee shall notify his/her Supervisor at least forty-eight (48) hours in advance before requesting the use of compensatory time, which requests may be honored to the extent that such absence is not deemed unduly disruptive to the District. Compensatory time accumulated shall be listed on employees' pay stubs once a month. Compensatory time that is granted and accumulated but not used will be paid out to employees on an annual basis on the first pay date in December. Within thirty (30) days of the execution of this Agreement, current employees with unused compensatory time accumulated before the effective date of this Agreement will be paid for said time.
 - a. An employee who works additional hours during the regular work day, and the additional hours do not result in an overtime situation, over forty (40) hours per week, may request to take time off at an hour for hour exchange for time worked. If flex time is permitted, the employee shall coordinate the usage of that time with his/her supervisor.

3. Call-Out Pay. An Employee called out shall be guaranteed a minimum of two (2) hours paid work.
4. Direct Deposit Notification. All overtime shall be indicated in a separate area on each direct deposit notification and paid no later than the pay period following the time it was worked, except in times of unforeseen emergencies.

H. Granting Overtime/Additional Hours of Work

1. All Employees will be placed on the seniority rotation roster within their classification for overtime or additional hours of work as of September 1 of each year. Any Employee who does not wish to take overtime or additional hours of work shall request his/her name be removed from the roster, in writing, by September 30 of each year. All new Employees shall be placed on the rotation list after Board approval.
2. Additional hours of work /overtime shall be assigned by seniority at least two (2) days in advance, whenever possible. If more than one additional hour/overtime job is available for that week, the Employee next in line on the rotating list will have his/her choice of assignments. If s/he refuses additional hour/overtime assignments, the Supervisor will go to the next employee on the roster within the classification, and the refusing employee will be dropped to the bottom of the rotating list.
3. If an employee accepts an overtime/additional hour assignment, she/he must fulfill that assignment unless an emergency arises.
4. If a job being done requires additional hours/overtime and specific skills are required, the Supervisor may offer it to personnel s/he feels can perform the work.
5. Employees on overtime may be scheduled on different days to complete a project.
6. If an Employee is on duty when an event is taking place, he/she may stay after normal work hours to complete his/her required work if it

is in the Employee's work area and the specific nature and time to complete such work has been approved by the Employee's immediate supervisor. Board meetings will be an exception to this section.

7. When there is no custodian available for additional hours of work and/or overtime, qualified cleaners shall be offered the opportunity for additional hour and/or overtime assignments before a substitute is called. Interested, qualified cleaners shall be placed on a seniority based, rotation roster unless they request, in writing, to be omitted from the roster. If the Supervisor of Building and Grounds determines that an interested cleaner does not possess the skills necessary to perform the functions of a custodian, training opportunities will be offered to the cleaners. The determination of whether or not a cleaner possesses the qualifications to work in the custodian classification rests within the sole discretion of the Supervisor of Buildings and Grounds.
8. Supervisors may request a bargaining unit member or a bargaining unit member may request to replace a bargaining unit member who is on a long-term absence of at least two weeks. Requests made by a bargaining unit member shall be approved or denied by the Supervisor.
9. Short hour bargaining unit members will be offered extra hours before an outside substitute is called.

I. Higher Classification Pay

When a regular Employee temporarily replaces an Employee who has a higher wage classification, such regular Employee shall receive the rate of pay of the higher classification based on the replacement Employee's seniority, from the first day of replacement until such time the replacement Employee returns to his/her regular position.

J. Lunch Break

Employees required to be on call during their lunch period shall have paid lunch; however, in emergency situations employees may be required to work during that time. Lunch shall be taken at the location in which the employee performs his/her duties.

K. Break Time

Employees working four (4) continuous hours daily shall be entitled to a paid ten (10) minute break. Employees working eight hours daily shall be entitled to twenty (20) minutes in break time. The time and location for breaks will be determined by the Supervisor.

L. Longevity

An Employee completing 11 years of service under contract to the Hubbard Schools will receive an additional \$350 per year. An Employee completing 15 years of service under contract to the Hubbard Schools will receive a second \$350 per year. An Employee completing 20 years of service under contract to the Hubbard Schools will receive a third \$350 per year. An Employee completing 25 years of service under contract to the Hubbard Schools will receive a fourth \$350 per year. In addition, an Employee who has completed 20 years of service under contract to the Hubbard Schools and who service retires to SERS, will receive a retirement enhancement of \$2,000 upon retirement. Longevity payment shall be made in the first pay in November. Retirement enhancement payment shall be made along with an employee's severance pay.

M. Benefits Equalizer Clause

Should the Board grant insurance benefits to any other employee group in excess of those contained in Article XI then the Board agrees to grant these same benefits to Chapter #209.

N. Paydays will be on alternate Fridays. The first payday of the school year will be as in accordance with established guidelines set forth by the State Auditor's office. Direct deposit will be mandatory for all employees. Changes to direct deposit information shall be made through the Treasurer's office. The changes will be in effect by the following payday. Direct deposit verification information will be emailed to employees during the school year and during the summer break.

1. Pay errors which are not the result of the employee's acts or omissions, shall be rectified through the issuance of an additional check no later than 3:00 p.m. on the second work day following notification of the error.
2. In years where paydays on alternate Fridays, would result in twenty-seven (27) pay periods, the first pay period of the contract year

(early September) shall result in the pay distribution being the following Friday one week later than usual.

3. SERS will be deducted for the year from pays beginning with the first payday and ending with the last pay.
4. All Federal, Pennsylvania State, Ohio City and Ohio State taxes will be deducted.
5. The payroll calendar will be included in the back of the contract for one (1) year. Paydays will be marked.

ARTICLE 11 - INSURANCE BENEFITS

- A. The Board will purchase, for eligible Employees Board provided single or family coverage for hospitalization, major medical, dental insurance, prescription insurance as set forth on attachment "A," and a \$50,000 Term Life Insurance policy.
- B. "Eligible full time employees" are those scheduled to work 35 or more hours per week.
- C. Enrollment/Qualifying Event
 1. Eligible employees not currently participating in Board provided health insurance coverage, shall have the right to enroll into any Board health benefit by applying for enrollment in the period of June 1 through June 30 of any year, with an effective date of September 1. Upon the occasion of a qualifying event, such as divorce, death of spouse or involuntary termination of spouse's insurance or employment, an eligible employee may enroll or re-enroll into the group plan. Coverage shall occur the month following the written notice setting forth the emergency. Change in coverage status, e.g., single to family, will follow the same procedure. Employees are advised to carefully review the Certificate of Coverage of the Board's health care provider in either instance.

D. Working Spouse Coverage in the System

For bargaining unit members employed on or after August 1, 2014, if an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s). During the interview process, the Board will provide this section of the contract to any potential employee. The Board will keep a copy of the signed and dated insurance disclosure.

This requirement does not apply to his/her spouse who is required to pay more than \$325.00 per month for single coverage through his/her employer's plan, who may remain in primary coverage upon verification of same and for as long as such coverage exceeds that amount. This exception does not apply to spouses covered by a public retirement plan who will be excluded from primary coverage under the Board's plan if eligible to participate in insurance coverage provided by such public retirement plan.

Upon the spouse's required next open enrollment in any such employer (or public retirement plan) sponsored group insurance coverage as set forth above, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits.

His/her spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan and/or exceeds the \$325.00 per month limitation set forth above, if applicable (see Appendix "I"). If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

If any employee submits false information or fails to timely advise the District of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance in conformance with the conditions set forth above, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to appropriate disciplinary action by the Board.

E. Insurance Study Committee

1. The Parties agree that providing appropriate health care coverage for those eligible employees while containing and controlling health care costs is in the long-term best interest of the board and its employees. Therefore, there will be established an Insurance Study committee which shall be comprised of five (5) members OAPSE selected by the OAPSE President, and two (2) at large members selected mutually by the OAPSE President and the Superintendent, and two members of the administration and/or Board which shall meet when the committee deems necessary. This Committee will review the District's present insurance coverage's in addition to obtaining available information regarding alternative insurance concepts, products, plans, carriers, etc.
2. Recommendations of the Insurance Study Committee, if any, will be presented to the Board and to the OAPSE for consideration.

ATTACHMENT "A"

DESCRIPTION OF PROGRAM DESIGN:

Refer to insurance card.

DESCRIPTION OF COST SHARING ASSUMPTIONS:

1. Eligible full-time employees shall contribute 10% of the cost of the Board provided health insurance. However, for the period ending August 31, 2017, eligible employees' contribution rate will be maintained at 7%, to be paid through regular payroll deduction. Employee contributions shall be based on a 4-tier premium payment as follows:
 - a. Employee only
 - b. Employee + spouse or Employee + 1 child
 - c. Employee + 2 or more children
 - d. Employee + spouse and children

2. All other employees may purchase insurance coverage on a pro-rated basis, depending upon the number of regularly scheduled hours worked and the applicable "tier" set forth above. The schedule for such employees is set forth in ATTACHMENT "B," below.

INSURANCE INFORMATION

1. PPO provided by Medical Mutual of Ohio (through OSBC)

ATTACHMENT "B"

(See sample "Hubbard Schools Insurance Premium Percentage Rates")

PLAN DESIGN MODIFICATIONS

Deductibles \$300/600

Coinsurance 90%

Office visit \$20.00

PRESCRIPTION COVERAGE

Retail

(30 Day Supply)

\$10 Generic

\$30 Formulary

\$50 Non-Formulary

Any payments made by employees will be reduced by the IRS 125 reduction method.

ADDITIONAL PLAN DESIGN MODIFICATIONS

Mammograms covered at 100% (in network)

Dental coverage increase to \$1500

Flexible Spending Account (FSA)-pretax

VISION PLAN

\$10.00 copay on exams

\$25.00 copay on materials

ARTICLE 12 - REDUCTION-IN-FORCE

A. Procedures For Layoff

In the event it becomes necessary to reduce classified staff, in whole or in part, due to financial reasons, lack of funds, lack of work, return to duty of regular employees after a leave of absence, or building closure, the following procedure shall govern such layoffs:

1. The number of Employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it's practical, for Employees who resign, retire or otherwise vacate a position.
2. Prior to Board action instituting such reductions in the classified staff, the Board, or its representative, shall meet with and discuss with the Union, such reductions.

B. Seniority

In any reduction, the concept of system seniority within classification and classification areas shall prevail. Seniority shall be defined as the Employee's most recent date of hire with the Board. Transfers and promotion dates shall not be construed as the "most recent date of hire." Board-approved leaves-of-absence shall not constitute an interruption of continuous service but time spent on Board-approved unpaid leaves shall not count towards seniority. In case of identical seniority, the tie shall be broken by the following, in order: (1) date of Board meeting hired; (2) date of written application; (3) toss of coin.

C. Order of Reduction/Displacement Procedure/Recall

When it has been determined that reduction is necessary, either District-wide or within a classification, Employees that are temporary, casual and seasonal shall be laid off first. Additional reductions shall begin with the least senior Employee, based on system seniority within the classification of the layoff as set forth below.

The job classifications/positions recognized in Article 1, Recognition, will be used in the event of reduction of classified employees, layoffs, displacement, job elimination, reduction in hours and/or recall. For layoff, reduction in hours, displacement, and recall purposes, the job classifications/positions are organized into the following classifications and

classification areas:

<u>Bus Drivers</u>	<u>Custodians</u>	<u>Cleaners</u>
<u>Food Service</u>	<u>Mechanics</u>	<u>Paraprofessionals</u>
Head Cook	Bus Mechanics	
Cook	Mechanic's Asst.	
<u>Crossing Guards</u>	<u>Bus Monitors</u>	<u>Secretarial Personnel</u>
		Principal's Secretary
		Office Secretary
Printer*		
*Although the position expired at the end of the 2011-2012 contract year, the parties agree to keep the title of the position in the bargaining unit should the need for the position arise.		

The order of layoff shall proceed by seniority so that the last person affected shall be the most senior employee in that job classification.

- a. For purposes of layoff, seniority means job classification seniority.
- b. Any employee affected by layoff may bump into a lower position within the same classification area as set forth above displacing the least senior employee scheduled to work equal or less hours. If there is no opportunity for downward bumping within the affected job area the employee affected may displace the least senior employee in a classification that employee previously worked in, assuming he/she has the appropriate qualifications and licensure. If there is no opportunity for downward bumping, an affected employee may apply for vacancies in other job areas.
- c. A seniority list, along with a notice of the effected cuts, will be given to the Union President and shall be posted and mailed to the employees affected with copies to the Local.

d. Employees affected by layoff shall be notified by mail at least thirty (30) days prior to layoff and shall be placed on a list and recalled in reverse order of layoff. They shall retain all seniority rights and be provided with similar employment if they are recalled within two (2) years of the layoff. The employees shall be required to provide the administration with their most recent address including any change of address. The notice to return will be sent by certified mail to the last known address and the employee will have ten (10) work days to reply. If no reply is made within that time, the employee will be removed from the recall list and the next name on the list will be used and the same procedure followed. The administration shall keep the Local Union and its Officers informed of all actions undertaken as part of this Article.

D. Vacancies During a Reduction in Force

Vacancies which occur during the period of reduction-in-force shall be posted to those Employees working, as stated in A., above. Vacancies which remain shall be offered to those Employees with the most seniority on the appropriate reinstatement list in their classification before the next person on the list is considered. Any Employee declining the offered position shall notify the employer within three (3) days of notification that they do not wish to be considered. The Employee shall be notified by certified mail addressed to the Employee's last known mailing address.

E. Substitute Work

All substitute work shall be offered first to qualified Employees who have been laid off in that classification area and eligible for recall.

ARTICLE 13 - GENERAL PROVISIONS

A. The Board agrees, for the duration of this Agreement, that it will not use non-bargaining unit personnel to displace/replace bargaining unit Employees. Nothing herein shall preclude the Board from continuing to obtain the specialized services necessary to the operation of the District facilities, which includes the supplemental use of heavy machinery for removal of significant snowfall accumulations (over four inches) or other weather related emergency situations, maintenance of District's football field, baseball and softball fields and/or window washing.

Upon completion of the baseball/softball fields the Administration will determine the proper maintenance/training required to maintain the fields. Once established, and the Administration has determined that using employees for the upkeep of the baseball/softball fields is feasible and cost effective, employees will be provided the training necessary for continued upkeep of the aforementioned fields.

B. Student Employees

The Board shall not employ any students under any secondary school or college work study program or any State or Federally funded work experience program in any position that would replace any Employee in the bargaining unit.

C. Liability Insurance

No bargaining unit Employee shall be responsible for payment of any judgment, costs, and/or expenses for any injury, death, or loss to persons or property allegedly caused by an act or omission of the Employee which occurred within the scope of his/her employment. The employer shall provide insurance for bargaining unit Employees in an amount of million/million to pay any such judgment, costs, and/or expenses.

D. Any classes, physicals, licenses, workshops, etc. required by the Board shall be paid by the Board. The above "license" is not meant to include a driver's license needed by bus drivers in order to be eligible to be employed as a bus driver or any license from the Ohio Department of Education for a paraprofessional.

E. OAPSE/AFSCME People

The Board agrees to deduct from the wages of any Employee who is a member of the Union, a deduction for PEOPLE (Public Employees Organized to Promote Legislative Equality). An authorization must be executed by the Employee and may be revoked by the Employee between July 1 and July 15 by giving written authorization to the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union 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. The Union will be responsible for providing authorization forms to Employees.

F. Mandatory Meetings

Employees requested or required by the Board, Administrators or Supervisors to attend meetings outside their regular work schedule or assigned days will be compensated at the substitute rate of pay for all time spent in such meetings.

G. Bureau of Criminal Identification and Investigation Reports (BCI) and FBI Checks

1. It is acknowledged by the Union and the Board that criminal records investigations reports are required for applicants and, periodically, by all current employees under state law. In the event it is necessary for the Board to employ a classified employee prior to having received the results of the criminal records investigation, that employee's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCI) and FBI which is not inconsistent with the employee's answers to questions on the job application. In such event, if a report is subsequently received from the Bureau of Criminal Identification and Investigation/FBI which is inconsistent with the employee's answers to questions on the job application, the employee shall be notified in writing. If the employee does not deny the accuracy of the BCI/FBI report, the action of the Board of Education employing such employee shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.081 to formally terminate such employee's contract of employment.
2. If the employee denies the accuracy of the BCI/FBI report, the employee shall immediately be placed on leave without pay or benefits for a period of up to 90 days. If within that period, the Board receives a corrected report from BCI/FBI which is not inconsistent with the employee's answers to questions on the job application, the employee shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCI/FBI which is not inconsistent with the employee's answers to questions on the job application, the action of the Board of Education employing such employee shall be void without any further act by any

party, and without the necessity of proceedings under R.C. 3319.081 to formally terminate such employee's contract of employment.

3. The Board may discharge any employee upon receipt of a criminal records check, if the criminal records check contains a report of any guilty plea or conviction for the offenses outlined in the Ohio Revised Code, which would prohibit by law, the Board from initially employing the individual. If any discharge of an employee must occur, the mandates of the contract relative to disciplinary procedure shall not be required.
 4. The Board will pay any required BCII/FBI checks for all employees. Employees must utilize the Board approved vendor in order to receive this benefit, unless otherwise approved by the Superintendent.
- H. Except in emergency situations, employees shall not be required to dispense medication to students or to administer medical procedures on students without having received appropriate training to perform such tasks as determined and directed by the administration.
- J. Bargaining unit members who have signed the list may be asked to fill in as acting supervisor and will be compensated \$2.00 per hour in addition to their regular rate of pay. The list will be determined by seniority. Requests shall be made by starting with the most senior employee on the list. In the event more senior employees are unable to fill the position of supervisor, the least senior employee on the list will be required to fill the position. A substitute will be called to fill that bargaining unit member's position. In the event of unforeseen circumstances that require a bargaining unit member to remain as acting supervisor, the Superintendent and/or designee shall evaluate the situation in consultation with that bargaining unit member. If the circumstances deem it necessary, the Superintendent and/or designee may request that another bargaining unit member fill the supervisor position or appoint an interim supervisor.

ARTICLE 14 - SALARY SCHEDULE/REGULATIONS

Salaries for the duration of this Agreement shall be as follows:

For all three years of the Contract (2014-2015, 2015-2016 and 2016-2017), employees will receive a 1% increase to their base rate and a step. Employees will

receive a \$150 stipend if the employee does not receive a step increase for the first year (2014-2015) of the Contract ONLY.

In addition, an 18th step of 1% will be added to the salary schedule each year for the duration of the Contract.

A. Bus Driver

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	16.48	16.6448	16.65	16.8165	16.82	16.9882	16.99
1	16.84	17.0084	17.01	17.1801	17.18	17.3518	17.35
2	17.17	17.3417	17.34	17.5134	17.51	17.6851	17.69
3	17.46	17.6346	17.64	17.8164	17.82	17.9982	18.00
4	17.78	17.9578	17.96	18.1396	18.14	18.3214	18.32
18	17.96	18.1396	18.14	18.3214	18.32	18.5032	18.50

1. All bus drivers' medical examinations must be handled by the Board-appointed physician as required by the State Department of Education.
2. Consistent with Article VII, Bus driver's position(s) vacated through transfer, retirement, resignation or termination which the Board intends to fill, shall be offered first to employees within the present classification. The employee with the highest seniority date in the classification shall be awarded the position.
 - a. Regular driver routes will include fifteen (15) minutes for a daily pre-trip inspection.
 - b. When the Transportation Supervisor becomes aware that a regular driver will be absent for more than two (2) weeks or more, the vacancy will be posted and filled by the most senior driver requesting to fill that vacancy. A substitute will be placed into the route of the senior driver filling the vacancy.
3. Developing new routes and/or organizing present routes to better serve the District, is performed at the discretion of the Board.

4. Transportation Calendar

The work year for Bus Drivers shall be 189 days as follows:

- a. All days of student transportation;
- b. 9 holidays;
- c. 2 professional development ("waiver") days; and
- d. 2 compensatory days, which shall be worked as follows:
 - (1) A safety meeting on a date specified by the Supervisor of Transportation to occur in the week before school starts; and
 - (2) In-service as scheduled on the school calendar.

5. Extra Trips

- a. The Board shall post and maintain a single trip roster which shall bear the names of all drivers wishing to take trips, and shall be placed in order of seniority. Trips shall be assigned by seniority at least two (2) working days in advance, whenever possible. Drivers will accept or decline the trip when the Supervisor asks. If a driver declines a trip, his/her name shall be assigned to the bottom position on the roster and will not be eligible to take another trip until his/her name reaches the top of the roster.
- b. After a second driver on the trip roster declines a trip, the Supervisor may offer the trip to a substitute driver.

Drivers will be notified that an assigned trip has been cancelled, and shall be offered the next unassigned trip. Trip posting shall indicate the driver's name, the date and time of the trip and directions. In the event of an emergency, the above provisions shall be waived.

- c. In the event a driver is hired after the rosters have been prepared, the driver shall be placed on the roster after Board approval.
- d. When a driver declines a trip at least six (6) hours prior to departure time, the Transportation Supervisor shall assign the trip to the first available regular driver regardless of seniority. In a situation where a driver must decline a trip after it has been posted, the driver shall be assigned to the bottom of the field trip roster.
- e. Field trips that involve drop-off and return at a later time for pick-up, during the same day, shall be considered two extra trips (each with a two-hour minimum), which amounts to payment for four (4).
- f. All drivers are required to remain at home events with their bus or nearby so that they are readily available to fulfill their duties as a driver.
- g. Approximate times for drop-off/pick up assignments will be designated on the trip slip.
- h. All regular drivers shall be eligible for trips when available. Drivers may not bid on trips that would overlap or conflict with their regular run(s) unless the trip is in excess of three and one half ($3\frac{1}{2}$) hours. In this case, a substitute shall be provided to drive the regular run, and the regular driver shall be docked for those hours in which the driver did not drive his/her regular run.
- i. When a contracted driver is assigned to a trip as set forth in f, and the trip is cancelled, that driver shall then drive his/her regular route even if it has been previously assigned to another driver.
- j. Drivers accepting field trips will be responsible for the following: filling out trip slip; leaving trip slip and garage key in field trip box immediately following the bus being returned to storage; cleaning inside of bus, providing the bus has been cleaned and swept prior to leaving on the trip by the person

responsible. So far as is practical, within the fifteen (15) minutes listed below, cleaning includes sweeping, checking seats, washing seats when necessary, closing all windows and reporting in writing to the Supervisor any damage to the inside or outside of the bus. The driver shall be paid, in addition to the field trip pay, for the cleaning and checking of the bus following such trip, not to exceed fifteen (15) minutes. The board shall provide the material and equipment with which to do the cleaning.

k. If severe conditions exist regarding the cleanliness of the bus, the driver shall immediately inform the Transportation Supervisor.

l. Fees such as turnpike, parking and entrance, shall be made available by the organization sponsoring the trip prior to departure. If the trip requires drivers to be away from home overnight, lodging will be provided for the driver by the organization. Drivers shall be paid for all driving time and time spent in transporting and waiting for students during any activity, if needed. On the overnight trips, cost for meals (\$25/day maximum) will be reimbursed by the organization within thirty (30) days from the presentation of receipts to the Treasurer's office.

m. Drivers of vehicles other than school buses

Coaches and/or designated personnel who have completed the Ohio School Van Driver training program mandated by Ohio law and the Ohio Department of Education and who meet the requirements set forth in O.A.C. 3301-83-06 will be permitted to transport nine (9) passengers or less to sporting events, field trips, etc. when the use of a school bus is not reasonable.

n. Payment of Trips

- (1) All field trips and athletic trips will be paid to the Board and the Treasurer will pay the drivers. Any trip that is not a daily scheduled trip shall be considered a field trip.
- (2) All field trips will be paid at the rate of \$11.25 per hour

for a minimum of two (2) hours.

- (3) Drivers shall receive payment for field trips taken in the pay period following the taking of the trip.
- (4) Drivers who take field trips shall be provided monies to pay for fees while on these trips. Any monies expended by the driver for emergencies on such trips shall be reimbursed immediately upon presentation of a receipt.
- (5) Blood bank trips and trips involving senior citizens will be volunteer drivers at no cost to the Board.
- (6) Field trips that occur on a non-scheduled work day shall be paid at the rate of time and one half of the field trip rate.

- I. No later than November 1, 2008, the parties agree to meet to discuss the effectiveness of the single trip roster implemented at the beginning of the 2008-2009 contract year. If any adjustments are agreed to, they will be reduced to writing in a memorandum of understanding.

6. Breakdown Time

- a) Should there be a bus breakdown before, during and/or after returning on a regular run, the driver shall be paid his/her regular rate of pay for any time spent waiting for service.

- b) Breakdowns on a field trip shall be paid at the field trip rate.

c) Emergency Phone Number

- (1) The Supervisor of Transportation shall provide to all drivers a list of number of those in administration who can be called in the event a driver has an emergency.

7. Seating Charts

- a. All drivers are responsible for creating a seating chart of students. A copy of this chart will be on file with the

Supervisor no later than ten (10) school days after the first day of school. The driver is responsible to update these seating charts immediately after any addition, deletion or change occurs. All drivers are responsible for creating a list of designated place of safety drop off spots for all students assigned to their routes, including pick-up and drop-off times.

8. Inspection of Bus or Vehicle
Drivers shall conduct a daily inspection of the bus or vehicle as prescribed in the Ohio Pupil Transportation Laws and Regulations and/or State of Ohio Commercial Driver's License Handbook for CDL holders.
9. Bus Cleaning
Drivers shall thoroughly sweep and perform all duties of cleaning the interior of his/her assigned vehicle as needed and not less than once per week. If the Supervisor determines that cleaning the bus becomes excessive (i.e., unusual circumstances), the driver will be compensated for time worked cleaning the bus.
10. Bumping
In the event a driver is unable to operate his/her regularly assigned bus or vehicle, the driver must move to his/her assigned spare bus or vehicle. Drivers are not permitted to "bump" other drivers from their assigned bus.
11. Charter Bus Trips
 - a. The District will make an effort to keep charter bus trips to a minimum. Not to exceed eight (8) events in any school year. Any charter bus trips beyond eight (8) events must be mutually agreed upon with the Superintendent and OAPSE. Any roundtrip over a 100-mile radius may be chartered.
12. Safe is Smart
 - a. The Board shall establish a "Safe is Smart Training Program" for all students, which shall be a classroom program. If a driver(s) is used to present the program or assist with the program, the driver(s) will be paid for all time spent developing

and/or presenting the program at his/her regular rate of pay.

10. Private/Parochial School Runs

- a. Whenever private/parochial schools need transportation at other than the Hubbard School schedule, those runs shall be offered to the most senior drivers.

11. Safety meetings shall be scheduled and approved by the Supervisor of Transportation in accordance with Article 14. A.4.d(1)..

B. Custodian

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	15.60	15.7560	15.76	15.9176	15.92	16.0792	16.08
1	15.77	15.9277	15.93	16.0893	16.09	16.2509	16.25
2	15.93	16.0893	16.09	16.2509	16.25	16.4125	16.41
3	16.16	16.3216	16.32	16.4832	16.48	16.6448	16.65
4	16.34	16.5034	16.50	16.6650	16.67	16.8367	16.84
5	16.49	16.6549	16.66	16.8266	16.83	16.9983	16.99
6	16.74	16.9074	16.91	17.0791	17.08	17.2508	17.25
7	16.92	17.0892	17.09	17.2609	17.26	17.4326	17.43
8	17.14	17.3114	17.31	17.4831	17.48	17.6548	17.66
18	17.31	17.4831	17.48	17.6548	17.66	17.8366	17.84

1. A custodian shall be on duty at times when a District-approved function is taking place within a Hubbard School building, other than the Pool, and shall be paid according to the overtime/additional hour section of this Agreement, if applicable. A District-approved function will be considered to be taking place "within a Hubbard School building" when a majority of the activities of the event occur inside a building and where such building usage is not merely incidental to the activity (e.g., where restrooms are used by those attending an outdoor activity on or near the grounds of a building). If possible, custodians will not be reassigned from their bid positions to work sporting events and/or midnight shift.
2. The advisor, coach or other designated District employee shall have the responsibility for the opening of buildings on Saturdays and

- calamity days for athletic practices or rehearsals.
3. All hazardous jobs being performed by custodians shall have two (2) Employees on said job at all times. The hazardous nature of the job will be determined by the Supervisor and the Employee.
 4. Custodians will not be assigned to the Pool for custodial and maintenance work inside the building. Custodians may be assigned to duties on the exterior of the Pool building as determined by the Supervisor of Buildings and Grounds.
 5. Custodians will be the last person out of the buildings to make sure they are secure.

C. Cleaner

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	12.35	12.4735	12.47	12.5947	12.60	12.7260	12.73
1	12.52	12.6452	12.65	12.7765	12.78	12.9078	12.91
2	12.65	12.7765	12.78	12.6480	12.65	12.6480	12.65
3	12.74	12.8674	12.87	12.9987	13.00	13.1300	13.13
4	12.89	13.0189	13.02	13.1502	13.15	13.2815	13.28
5	13.04	13.1704	13.17	13.3017	13.30	13.4330	13.43
6	13.13	13.2613	13.26	13.3926	13.39	13.5239	13.52
7	13.28	13.4128	13.41	13.5441	13.54	13.6754	13.68
8	13.41	13.5441	13.54	13.6754	13.68	13.8168	13.82
18	13.54	13.6754	13.68	13.8168	13.82	13.9582	13.96

1. At the end of each school year, cleaners shall be provided with a schedule indicating their first day of work, a schedule of their work days, and holidays for the following school year.
2. Cleaners shall receive a 30 minute unpaid lunch break.
3. When an afternoon custodian is absent, the supervisor will assign an interested and qualified cleaner to fill in for that employee. If there is not an interested and/or qualified cleaner to fill in, substitutes will fill the position.
4. If no substitute is available for the cleaner vacancy, a cleaner on the rotation roster may be assigned to complete the work. Substitute will

be called for the position with the least number of hours.

D. Food Service

Positions: Head Cook
Cook

1. Head Cook

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	13.62	13.7562	13.76	13.8976	13.90	14.0390	14.04
1	13.82	13.9582	13.96	14.0996	14.10	14.2410	14.24
2	14.03	14.1703	14.17	14.3117	14.31	14.4531	14.45
3	14.24	14.3824	14.38	14.5238	14.52	14.6652	14.67
4	14.46	14.6046	14.61	14.7561	14.76	14.9076	14.91
5	14.71	14.8571	14.86	15.0086	15.01	15.1601	15.16
6	15.00	15.1500	15.15	15.3015	15.30	15.4530	15.45
7	15.38	15.5338	15.53	15.6853	15.69	15.8469	15.85
8	15.80	15.9580	15.96	16.1196	16.12	16.2812	16.28
18	15.96	16.1196	16.12	16.2812	16.28	16.4428	16.44

2. Cook

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	12.61	12.7361	12.74	12.8674	12.87	12.9987	13.00
1	12.78	12.9078	12.91	13.0391	13.04	13.1704	13.17
2	12.90	13.0290	13.03	13.1603	13.16	13.2916	13.29
3	13.02	13.1502	13.15	13.2815	13.28	13.4128	13.41
4	13.13	13.2613	13.26	13.3926	13.39	13.5239	13.52
5	13.24	13.3724	13.37	13.5037	13.50	13.6350	13.64
6	13.30	13.4330	13.43	13.5643	13.56	13.6956	13.70
7	13.50	13.6350	13.64	13.7764	13.78	13.9178	13.92
8	13.62	13.7562	13.76	13.8976	13.90	14.0390	14.04
18	13.76	13.8976	13.90	14.039	14.04	14.1804	14.18

- 189 Days (Includes 9 Holidays)

3. Lunchroom employees working seven or less hours per day shall have the option of a thirty (30) minute uninterrupted lunch period without pay.
4. All temporary assignments, extra-duty assignments and extra hours shall be granted to regular Food Service employees on a seniority rotation basis within the building. Interested Food Service Employees who work four (4) hours or more shall be called to work for an employee who works more hours. Employees working less than four (4) hours, upon reporting to work, will be offered additional hours on a seniority basis. Substitute will be called for the position with the least number of hours.
5. A food service employee may be on duty, as determined by the extra-duty roster, whenever District kitchen equipment utilized for food preparation (stoves, ovens, etc.) is being used for a Board-approved function outside of normal student lunches. The need for extra-duty assignments will be determined by the appropriate Supervisor and the Superintendent on a case-by-case basis.

E. Paraprofessional

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	13.08	13.2108	13.21	13.3421	13.34	13.4734	13.47
1	13.19	13.3219	13.32	13.4532	13.45	13.5845	13.59
2	13.51	13.6451	13.65	13.7865	13.79	13.9279	13.93
3	13.80	13.9380	13.94	14.0794	14.08	14.2208	14.22
4	14.04	14.1804	14.18	14.3218	14.32	14.4632	14.46
5	14.29	14.4329	14.43	14.5743	14.57	14.7157	14.72
6	14.54	14.6854	14.69	14.8369	14.84	14.9884	14.99
7	14.77	14.9177	14.92	15.0692	15.07	15.2207	15.22
8	15.01	15.1601	15.16	15.3116	15.31	15.4631	15.46
18	15.16	15.3116	15.31	15.4631	15.46	15.6146	15.62

- 189 Days (Includes 9 Holidays)

1. Paraprofessionals

- a. All paraprofessionals employed by the Board must have:
- (1) Completed at least two (2) years of study at an institution of higher education; or
 - (2) Obtained an associate's degree or higher degree; or
 - (3) Passed the formal State or the local Trumbull County ESC academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses: (1) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics, or (2) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

2. Bus Monitor

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	12.70	12.8270	12.83	12.9583	12.96	13.0896	13.09
1	12.80	12.9280	12.93	13.0593	13.06	13.1906	13.19
2	13.10	13.2310	13.23	13.3623	13.36	13.4936	13.49
3	13.40	13.5340	13.53	13.6653	13.67	13.8067	13.81
4	13.63	13.7663	13.77	13.9077	13.91	14.0491	14.05
5	13.86	13.9986	14.00	14.1400	14.14	14.2814	14.28
6	14.10	14.2410	14.24	14.3824	14.38	14.5238	14.52
7	14.34	14.4834	14.48	14.6248	14.63	14.7763	14.78
8	14.57	14.7157	14.72	14.8672	14.87	15.0187	15.02
18	14.72	14.8672	14.87	15.0187	15.02	15.1702	15.17

- 189 Days (Includes 9 Holidays)

F. Secretarial Personnel

1. Principal's Secretary

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	13.96	14.0996	14.10	14.2410	14.24	14.3824	14.38
1	14.10	14.2410	14.24	14.3824	14.38	14.5238	14.52
2	14.22	14.3622	14.36	14.5036	14.50	14.6450	14.65
3	14.37	14.5137	14.51	14.6551	14.66	14.8066	14.81
4	14.53	14.6753	14.68	14.8268	14.83	14.9783	14.98
5	14.65	14.7965	14.80	14.9480	14.95	15.0995	15.10
6	14.77	14.9177	14.92	15.0692	15.07	15.2207	15.22
7	14.94	15.0894	15.09	15.2409	15.24	15.3924	15.39
8	15.08	15.2308	15.23	15.3823	15.38	15.5338	15.53
18	15.23	15.3823	15.38	15.5338	15.53	15.6853	15.69

- 210 Days (Includes 11 Holidays)

- 240 Days (Includes 11 Holidays)

2. Office Secretary

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	13.70	13.8370	13.84	13.9784	13.98	14.1198	14.12
1	13.84	13.9784	13.98	14.1198	14.12	14.2612	14.26
2	13.98	14.1198	14.12	14.2612	14.26	14.4026	14.40
3	14.11	14.2511	14.25	14.3925	14.39	14.5339	14.53
4	14.24	14.3824	14.37	14.5137	14.51	14.6551	14.66
5	14.39	14.5339	14.53	14.6753	14.68	14.8268	14.83
6	14.55	14.6955	14.70	14.8470	14.85	14.9985	15.00
7	14.67	14.8167	14.82	14.9682	14.97	15.1197	15.12
8	14.81	14.9581	14.96	15.1096	15.11	15.2611	15.26
18	14.96	15.1096	15.11	15.2611	15.26	15.4126	15.41

- 210 Days (Includes 11 Holidays)

G. Mechanics

1. Bus Mechanics

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	18.34	18.5234	18.52	18.7052	18.71	18.8971	18.90
1	18.51	18.6951	18.70	18.8870	18.89	19.0789	19.08
2	18.67	18.8567	18.86	19.0486	19.05	19.2405	19.24
3	18.81	18.9981	19.00	19.1900	19.19	19.3819	19.38
4	18.99	19.1799	19.18	19.3718	19.37	19.5637	19.56
5	19.14	19.3314	19.33	19.5233	19.52	19.7152	19.72
6	19.29	19.4829	19.48	19.6748	19.68	19.8768	19.88
7	19.45	19.6445	19.65	19.8465	19.85	20.0485	20.05
8	20.04	20.2404	20.24	20.4424	20.44	20.6444	20.64
18	20.24	20.4424	20.44	20.6444	20.64	20.8464	20.85

- 260 Days (Includes 12 Holidays)

2. Mechanic Assistant

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0	15.60	15.7560	15.76	15.9176	15.92	16.0792	16.08
1	15.77	15.9277	15.93	16.0893	16.09	16.2509	16.25
2	15.93	16.0893	16.09	16.2509	16.25	16.4125	16.41
3	16.16	16.3216	16.32	16.4832	16.48	16.6448	16.65
4	16.34	16.5034	16.5	16.6650	16.67	16.8367	16.84
5	16.49	16.6549	16.66	16.8266	16.83	16.9983	17.00
6	16.74	16.9074	16.91	17.0791	17.08	17.2508	17.25
7	16.92	17.0892	17.09	17.2609	17.26	17.4326	17.43
8	17.14	17.3114	17.31	17.4831	17.48	17.6548	17.66
18	17.31	17.4831	17.48	17.6548	17.66	17.8366	17.84

- 260 Days (Includes 12 Holidays)

H. Crossing Guard

			1%		1%		1%
STEP	13/14	14/15	14/15	15/16	15/16	16/17	16/17
0-17	11.90	12.0190	12.02	12.1402	12.14	12.2614	12.26
18	12.02	12.1392	12.14	12.2616	12.26	12.3840	12.38

- 189 Days (Includes 9 Holidays)

J. Printer (Position expires end of 2011-2012 contract year)

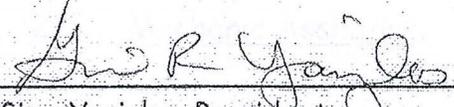
Ste	2011/2012
0	12.70
1	12.81
2	13.10
3	13.40
4	13.63
5	13.86
6	14.10

- 188 Days (Includes 9
Holidays)

ARTICLE 15 - DURATION

- A. This Agreement constitutes the entire negotiated agreement between the Hubbard Board of Education and OAPSE on all negotiated issues. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, but otherwise neither party shall have any duty to negotiate with respect to any matter during such period.
- B. If any provision(s) of this Agreement or any application of this Agreement to any Employee or group of Employees shall be found to be contrary to law, then such provision(s)/application(s) shall be deemed invalid to the extent such provision(s)/application(s) is contrary to law and that provision(s)/application(s) shall be altered to comply with the law if possible. Such alteration shall be completed by negotiations within thirty (30) days of discovery. All other provisions or applications shall continue in full force and effect.
- C. This Agreement shall remain in full force and effect for the period commencing June 30, 2014, through June 29, 2017.

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
Chapter 209

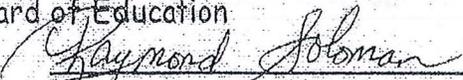


Gina Yaniglos, President

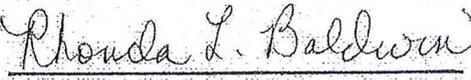


OAPSE Field Representative

HUBBARD EXEMPTED VILLAGE SCHOOL DISTRICT
Board of Education



Raymond Soloman, Superintendent



Rhonda L. Baldwin, CFO/Treasurer



Don Newell, Board President

2-6-15

Date Signed

APPENDIX A
GRIEVANCE FORM

Name of Grievant _____ Position _____

Building _____ Date _____

FORMAL GRIEVANCE LEVEL TWO

A. Date Grievance Occurred _____

B. Met informally at Level One with: _____ Date: _____

C.1. Statement of Grievant*

(Include the specific sections of the Agreement which have allegedly been violated, misinterpreted and/or misapplied and clearly identify the facts upon which the grievance is based).

2. Relief Sought* -- state the precise remedy requested.

Signature of Grievant: _____ Date _____

E. Disposition by the Immediate Supervisor _____

Signature

Date

Note: Must be filed within 15 working days of occurrence.

*Attach additional pages as necessary.

GRIEVANCE FORM - 3

SUPERINTENDENT LEVEL - LEVEL THREE

A. I am dissatisfied with the disposition of the grievance at Level Two and hereby request a hearing at Level Three.*

Signature of Grievant

_____ Date _____

B. Date Received by the Superintendent _____

C. Disposition by the Superintendent ** _____

HAND DELIVERY (DATE & INITIAL) _____

Signature Date

*Attach a copy of the completed Grievance Form Level Two to this form.

**Attach additional pages as necessary.

NOTE:FILE WITHIN 5 WORKING DAYS OF RESPONSE AT LEVEL TWO OR 15 WORKING DAYS FROM DATE OF HEARING (WHICHEVER IS EARLIEST).

GRIEVANCE FORM - 4

APPEAL TO BOARD OF EDUCATION - STEP 4

- A. I am dissatisfied with the disposition of the grievance at Level Three and hereby request a hearing at Level Four.*

Signature of Grievant

_____ Date _____

- B. Date Received by Board of Education (via Treasurer) _____

- C. Disposition by Board of Education ** _____

HAND DELIVERED TO TREASURER FOR PRESIDENT OF THE BOARD:
(DATE & INITIAL) _____

Signature Date

*Attach copies of completed Grievance Form Level Two and Level Three to this form.
**Attach additional pages as necessary.

NOTE: FILE WITHIN 5 WORKING DAYS OF RESPONSE AT LEVEL THREE OR 15 WORKING DAYS FROM DATE OF MEETING WITH SUPERINTENDENT (WHICHEVER IS EARLIEST).

GRIEVANCE FORM - 5

REQUEST FOR ARBITRATION - LEVEL FIVE

A. I am dissatisfied with the disposition of the grievance at Level Four and hereby request a hearing at Level Five.*

Signature of Grievant

_____ Date _____

B. Date Received by the Arbitrator ** _____

C. Disposition by the Arbitrator ** _____

HAND DELIVERY TO TREASURER FOR THE PRESIDENT OF THE BOARD:
(DATE & INITIAL) _____

Signature Date

*Attach a copies of completed Grievance Forms Level Two, Level Three and Level Four to this form.

**Attach additional pages as necessary.

NOTE: FILE WITHIN 15 WORKING DAYS OF RESPONSE OF BOARD AT LEVEL FOUR OR 20 WORKING DAYS FROM DATE OF BOARD HEARING (WHICHEVER IS EARLIEST).