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MASTER AGREEMENT

between the

HARRISON HILLS CITY SCHOOL DISTRICT
BOARD OF EDUCATION

and the

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES CHAPTER #507
AFSCME/AFL-CIO

July 1, 2014 – June 30, 2017

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NEGOTIATION AGREEMENT

(BETWEEN)

THE HARRISON HILLS CITY, CHAPTER #507

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

AND

THE HARRISON HILLS CITY SCHOOL DISTRICT BOARD OF EDUCATION

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ARTICLE 1 - AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Harrison Hills City School District (hereinafter referred to as the "Board") and the Ohio Association of Public School Employees, AFSCME (AFL-CIO) and its Chapter #507 (hereinafter referred to as the "Association/Union"). The terms "Association" and "Union," for the purposes of this Agreement, may be viewed interchangeably.

ARTICLE 2 - PREAMBLE

Recognizing that the Harrison Hills City School District Board of Education has the responsibility for providing quality education for the children of the district and that in discharging said responsibility, the employment of classified operational employees is an essential function, we hereby declare:

1. The Board, under the law, has the final responsibility for establishing policies, rules, and regulations of the district.
2. The Superintendent, principals, supervisors, Treasurer, directors and non-bargaining unit coordinators have without limitation all powers, rights, authority and responsibilities of carrying out the policies, rules, and regulations of the district.
3. The Board recognizes that the wages, hours, and other terms and conditions of employment of classified personnel are matters of mutual concern to the Board and Association.
4. The Board and Association realize that an orderly and peaceful means of communicating between said parties on mutual concerns are desirable and herein lies the rationale for this Agreement.

ARTICLE 3 - RECOGNITION

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The Board recognizes the Association as the sole and exclusive bargaining representative of the following classifications:

- (1) Head Mechanics, Assistant Mechanics & Mechanics
- (2) Head Custodians & Custodians (full/part-time)
- (3) Head Maintenance & Maintenance
- (4) Head Cooks, Ass't Cooks, Cooks & Van Driver
- (5) Secretaries
- (6) Aides
- (7) Bus Drivers
- (8) Crossing Guards

The following are excluded from the Bargaining Unit:

- (1) Secretary to the Superintendent
- (2) Secretarial & Clerical Employees of the District Office
- (3) Secretary to the Treasurer
- (4) Assistant to the Treasurer
- (5) Cafeteria Supervisor
- (6) EMIS Director
- (7) Technology/Communications Director
- (8) Curriculum/Assessment/Professional Development Director
- (9) Director of Transportation
- (10) Director of Buildings and Grounds

ARTICLE 4 - THE PRINCIPLES

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- A. Attaining Objectives – Attainment of objectives of the educational program in the Harrison Hills City School District requires mutual understanding and cooperation among the Board, the Superintendent, and the staff. Therefore, free and open exchange of views is desirable.
 - B. Classified Personnel – It is recognized that members of the classified staff require specialized qualifications, and that the success of the educational program in the Harrison Hills City School District depends upon the maximum utilization of the abilities of classified personnel who are reasonably well satisfied with the conditions under which their services are rendered.
 - C. Rights of Minorities and Individuals – The legal rights inherent in the Revised Code of the State of Ohio and in the rulings and regulations of the Department of Education affecting classified personnel are in no way abridged by this Agreement. Furthermore, nothing contained herein shall abridge the right of any employee to express their views to the Board at any scheduled meeting of the Board pursuant to Board Policy, provided all negotiations take place only with the Association.
 - D. “Good Faith” Negotiations – “Good Faith” requires that the Association and the Board be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. “Good Faith” requires both parties to recognize negotiations as a shared process.
 - E. “Day” – The word “day” as used throughout this Agreement shall mean working day unless otherwise noted.

ARTICLE 5 - OAPSE DUES CHECKOFF

Each employee covered by this Agreement who fails voluntarily to acquire membership in OAPSE will be required, as a condition of employment, on or after the probationary period provided in this Agreement or sixty (60) days following the beginning of employment, whichever is less, or the effective date of this Agreement, whichever is later, to pay OAPSE a fair share fee. This fee shall not exceed the dues paid by members of OAPSE who are in the bargaining unit covered by this Agreement.

Any employee who has been declared exempt, for religious convictions by the State Employment Relations Board, will not be required to pay the fair share fee. However, pay, in lieu of such fair share fee, on the same time schedule as OAPSE dues are payable, an amount of money equal to such fair share fee, to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreeable to the employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts as evidence of payment to such agreed upon non-religious charitable fund. Failure to make such payment or to furnish such receipts as proof of payment will subject such employee to the same sanctions as would non-payment of union dues.

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The Treasurer of the Board of Education shall deduct Association dues and fair share fees in eighteen (18) equal installments beginning with the first pay of October through the second pay of June. The Treasurer of the Board shall send such deductions directly to the OAR Office along with a list of employees for which deductions were made. By October 1st of each year, the Association President shall give the Treasurer of the Board a statement as to the amount of fair share fee for the school year.

The Association agrees to indemnify and hold harmless the Board of Education, Superintendent, Treasurer, and all other Board employees and officials against any claim made by a member against any of them in connection with the dues deduction provisions in this Article and will defend the employer through the Union's attorney.

AFSCME PEOPLE CHECKOFF:

The employer agrees to deduct from the wages of any employee who authorizes by their union enrollment form an AFSCME People deduction. Authorization for such deduction can only be done during the month of September. The employee may request that a deduction be stopped at any time by giving written notice to both the employer and the Union. The employee can not request for deductions again until the following September.

The employer agrees to remit any deduction made pursuant to this provision at the end of each month to the Union together with a listing of the employee's name and their amount of contribution.

ARTICLE 6 - AREAS FOR DISCUSSION AGREEMENT

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to terms and conditions of employment for members of the negotiation unit. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Harrison Hills City School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE 7 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. Negotiating Teams -- The Board, or designated representative(s) will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. Neither party shall have more than five (5) representatives on their respective negotiating team. The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

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- B. Submission of Issues -- 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. In any given school year, such request shall not be made before the 1st of the year in which the contract expires. All issues proposed for discussion shall be submitted in writing by the parties at the first meeting. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.
- C. Negotiation Procedures -- Designated representative(s) of the Board shall meet at mutually agreed upon places and times with designated representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Paragraph A. above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed two (2) hours, unless mutually agreed upon by both parties for a definite period of time, and shall not be held during the regular school day when classes are in session.
- D. 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.
- E. Exchange of Information -- Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
- 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 Association and the Board for approval. Following approval by the Association and by the Board, the Board shall, by resolution, adopt the agreement as its official policy. The Association agrees to abide by the terms of the agreement and to take the necessary action to advise its members of the terms of the agreement.
- G. Resolving Differences -- In the event an agreement is not reached by negotiations after full consideration of proposals and counter-proposals, either of the parties shall have the option of declaring impasse after forty-five (45) days from first meeting. If impasse does occur, the parties shall prepare a joint request for the assistance of the Federal Mediation and Conciliation Service. After a mediator of the FMCS is assigned, meetings shall be re-convened under the direction of the mediator and shall continue for the duration of time that the mediator feels progress is being made in the negotiations.

Both parties agree that for the duration of this Agreement, the foregoing mediation procedure is exclusive and shall constitute the parties' "mutually agreed upon alternative dispute resolution procedure" under O.R.C. Chapter 4117.

ARTICLE 8 - CONTRACT PROVISIONS

Newly hired regular classified school employees, including hourly rate and per diem employees, shall enter into written contracts for their employment which shall be for a period of not more than one year.

If such employees are re-hired after the one year contract, their subsequent contracts shall be for a period of two years. Thereafter, their subsequent contract shall be a continuing contract.

The salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the classified employees of the entire district or the employee requests and is granted a re-assignment to a job classification at a lower pay schedule, or unless the employee's hours are adjusted.

All contracts shall specify the hourly rate (or annual salary), and the number of paid days including holidays and vacation days. If the annual salary is stated, the number of work hours per day and the number of years of experience on which such salary is based shall also be specified.

All classified school employees on a two year contract of employment shall be notified by the Treasurer on or before July 1 as to the salary.

ARTICLE 9 - SENIORITY

A. Classification seniority is defined as the years of continuous experience in this district as an employee as determined from the individual's "date of hire" in their job classification as stated in the Board's minute book and in the order that one's name appears. After July 1, 2000, placement on the seniority list for those hired on the same date, will be determined by the date the employee submitted a completed job application. If a determination of most senior cannot be made on the above basis, a coin toss will determine the most senior employee. The coin toss will be performed in the presence of a representative of both the Board and the Union.

System seniority shall be defined as the period of continuous employment with the District, commencing with the first work day as a regular unit member.

B. An 11-12 month employee must work at least 180 days in the contract year or a 9-10 month employee must work at least 120 days in the contract year in which an unpaid leave was used in order to receive a year of experience for placement on the salary schedule and seniority list. This does not apply if an employee is called to active military duty by an executive order issued by the President or by an act of Congress.

C. An employee moving from one classification to the other shall retain his/her seniority in his/her former classification. The employee's seniority in the new job classification begins with the Board's confirmation of the new assignment.

ARTICLE 10 - SEVERANCE PAY

A. Retirement Payment

- (1) A classified employee when employed by the Board may elect at the time of retirement from active service to be paid for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit to a maximum of one fourth (1/4) of the first one hundred forty-four (144) days, plus one-eighth of his/her accumulated sick leave in excess of 144 days up to a limit of 335 days. The word "retirement" shall be limited exclusively to mean fully permanent retirement with regard to age and years of service under the School Employees Retirement System of Ohio. The rate paid will be the per diem rate of the employee's contract in effect at the time of retirement. Payment on that basis shall be considered to eliminate all accrued sick leave credit and such payment shall be made only once to any employee.
- (2) The employee must present satisfactory evidence to the Treasurer that the retirement is in effect. After approval of this evidence, the Treasurer will cause a lump sum severance paycheck to be issued to the retiree within a period of thirty (30) days.

B. Payment to Employee's Estate

- (1) The Board of Education shall pay to the estate of an employee, who passes away while on active status with the district, his/her accrued and unused vacation leave.
- (2) Severance pay will be made to the employee's estate upon that portion of the employee's sick leave actually earned as an employee of the Harrison Hills City School District or its predecessor districts.
- (3) The calculation shall be made according to the Retirement Pay Article 10, Section A. as applied to the sick leave earned paragraph 2.

ARTICLE 11 - CLASSIFICATION PAY

Employees are not permitted to work in job classifications other than those to which they have been hired, unless specifically asked by the Superintendent/Designated Administrator. Whenever an employee works in a higher classification, the employee shall receive the rate of the higher classification for all hours worked in said classification. The employee must indicate on his/her time sheet that he/she worked in the other classification.

When an employee is asked to work in a position within their classification that has a higher rate of pay, he/she shall receive the higher rate of pay for each day worked.

The Assistant Cook shall be offered the opportunity to fill in for the Head Cook in his/her absence at the higher rate of pay. Cooks shall be offered the opportunity to fill in for the

Assistant Cook in his/her absence. Cooks shall be offered the opportunity to fill in for the Head Cook if the Assistant Cook refuses.

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ARTICLE 12 - BID PROCEDURE

1. When a vacancy occurs due to promotion, transfer, resignation, retirement, termination, death or creation of a new position in the job classifications covered under this contract, and the Board determines it should be filled, a notice of vacancy shall be posted within ten (10) working days after the determination as to the continued status of a position currently vacated. The Board shall make the determination as to the continued status of the position within thirty (30) days of resignation, retirement, termination or death. The posting of vacancy shall be made in the pay day news. The posting shall name the position, locations and shift (if applicable). It will remain posted for seven (7) days before the vacancy is filled.
2. The posting period may be shortened by mutual agreement.
3. Employees within the job classification in which the vacancy occurs will first be considered for appointment to the position. Employees must submit an application or "notice of interest form" accompanied by a resume' pertaining to specifics. The Superintendent may consider factors other than seniority when the vacant position requires skill requirements which cannot be met by adhering only to seniority.
4. If there are no applicant(s) from within the job classification, the position will be filled by the Superintendent with the best qualified candidate as defined by the job description. The procedure to ascertain skills, aptitude, and best qualified status may include examination, interview and a probationary period of up to thirty (30) workdays. An employee may request return to their former position at any time during this probationary period. An employee while serving a probationary period shall be paid at the "zero" years experience step on the applicable salary schedule. The employee's former position will not be posted until the end of the probationary period.
5. In filling a vacant position and without applicants from the job classification in which the vacancy exists, the Superintendent shall give preference to an existing bargaining unit member if he/she demonstrates him/herself to be the "best qualified" candidate in the manner described above.
6. Candidates from within and without the bargaining unit may apply for vacant positions. The position shall be awarded within thirty (30) calendar days after expiration of the seven (7) day posting period provided in the bid procedure.
7. Seniority is not interrupted when an employee is on sick leave or is called to active military duty by an executive order issued by the president or by an act of congress.

- 8. A bargaining unit member moving to a new job classification and having completed the probationary period may be granted up to a maximum of three (3) years experience credit for placement on the new classification's salary schedule. It is the employee's responsibility to make such request to the Superintendent.
- 9. After completion of the first full contract year (120 days or more) in the new job classification, experience/service credit for other work experience in a position within the local bargaining unit may be granted up to a maximum of five (5) years experience credit. It is the employee's responsibility to make such request to the Superintendent.
- 10. Where special assignments occur on a frequent basis, the assignments shall be rotated among the employees in a classification on an equitable basis, with the nature and length of particular assignments taken into consideration.
- 11. Limited Mobility of Bargaining Unit Members – Following the effective date of appointment, bargaining unit members are not eligible to bid on another position for ninety (90) calendar days.
- 12. In the case of job abolishment, an employee has a right to bump less senior employees in the same classification.
- 13. Bargaining unit members on unpaid leave and the approved timeframe is in excess of ninety (90) calendar days shall not be eligible to bid on a vacant position until they return to active service.

ARTICLE 13 - SALARY

A. Salary Schedule:

- 1. The Board agrees to adopt a salary schedule as indicated on the attached wage schedules (Appendix A). There will be a 1% increase for the second year of the Agreement and a 2% increase for the third year of the Agreement.
- 2. Employees will pay the actual cost of the BCII/FBI criminal record background check (the cost charged by BCII and the FBI).

B. Retirement Sheltered:

The Board shall shelter the classified employee's paid retirement. This procedure will be at no cost to the Board and is only for the purpose of reducing current tax for classified personnel and will remain in effect so long as tax laws allow. Employees are individually responsible for reviewing the relationship between this provision and other tax deferral arrangements, if any. The percentage sheltered shall be uniform for all classified personnel.

C. Shift Differential: 10-13-14
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Shift differential of \$.25 per hour for employees for one hundred eighty (180) days.
Applicable for shifts when begun after 12:00 P.M. (noon). 1055-02
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D. Longevity:
Longevity is defined as years of continuous experience within the Harrison Hills City School District. Longevity steps will be reflected in the salary schedule.

E. Salary Payment:
Pays will be issued in twenty-six (26) equal bi-weekly installments to be paid on alternate Fridays. It is understood it is necessary to correct advance pay situations. The correction will be made by adjusting the pay date (beginning in July) forward by one (1) day until the bi-weekly pay date is adjusted one (1) week. The correction year will be when twenty-seven (27) pays occur in a contract year for nine (9) month employees. Employees listed as two hundred sixty (260) day employees will be paid based upon the actual number of days worked in their "contract" year (i.e., 260, 261, or 262 days). Whenever an employee's employment is severed due to retirement, termination, resignation, or death (upon death payable to the employee's estate), the employee shall receive payment for all days worked but not paid (the balance of their "contract").

F. Direct Deposit:
Direct deposit is mandatory for staff. E-mail confirmation of direct deposit will be made for each pay period.

G. Payroll Deductions:

1. The Board shall provide the following payroll deductions to members of the bargaining unit:
 - a. Employees' Credit Union.
 - b. Tax Sheltered Annuity (TSA) [Any annuity company not currently in Harrison Hills must have a minimum of ten (10) enrollees to qualify for payroll deduction.] Changes to TSA contributions may only be done as follows:
 - (i) To increase contributions, a Maximum Exclusion Allowance Worksheet must be completed by the employee in order that calculations may be done to show that no over funding will occur as a result of the increase.
 - (ii) An employee, who is presently making contributions, may change companies by enrolling with an approved annuity company after completing a Maximum Exclusion Allowance Worksheet.

- (iii) Staff members may make contributions to a TSA as long as they enroll with a company that appears on the district's annuity vendor list and completes a Maximum Exclusion Allowance Worksheet.
- (iv) Maximum Exclusion Allowance Worksheets and resulting calculations must be completed and returned to the employee within two (2) weeks (14 calendar days).
- (c) Professional Dues.
- (d) Political Deductions.
- (e) Sick and Accident Insurance.
- (f) Savings Bonds (There must be a minimum of 10 enrollees to qualify for payroll deduction).

H. Mileage:

Employees, who drive their own vehicle to conduct school business (i.e., making deposits at the bank or picking up the mail at the post office) during the school day, shall be paid the I.R.S. rate for each mile they are required to drive.

ARTICLE 14 - TRANSPORTATION

A. Extra Bus Trips

1. The Director of Operations, or designee will be in charge of securing bus drivers for all extra trips.
2. All regular bus drivers will be sent a letter with the first paycheck/payday news in July explaining what they must do to sign up to drive extra trips for the upcoming school year. A "tear-off" form provided must be returned to the district administrative office by August 1st to indicate they want to be placed on the rotation list to drive extra trips. This list beginning with the most senior driver will be sent to the Director of Operations, or designee to secure drivers for extra trips. Drivers hired after August 1st shall indicate if they want to be placed on the rotation list immediately after they start driving. The new drivers shall be placed at the bottom of the rotation list.
3. After the Director of Operations, or designee receives the list, they will schedule a meeting (three times a year Fall, Winter, Spring) with the drivers who have signed up to drive extra trips and will give them a list of the scheduled events with bus departure times. Beginning with the first event, the trip will be offered to the most senior bus driver as he/she appears on the rotation list. If a driver at the top

of the list takes the trip or refuses, they will then be rotated to the bottom of the list so the next driver on the list will be offered that available trip. If all drivers on the list refuse the trip, a substitute can be called. Also, if a driver accepts a trip and is later unable to take the trip, he/she shall notify the Director of Operations or designee at least forty-eight (48) hours prior to departure, so that a replacement driver may be found by using the above-mentioned rotation list. Otherwise, a substitute driver may be used. There shall be no trading of trips.

4. Trips which are scheduled after this meeting will be offered via the rotation system currently utilized. A telephone call to the residence of the driver shall be considered a reasonable effort to contact under this provision. The person making the call will note the date and time of the call and if an answering machine is reached the caller will leave a message they had called.
5. ALL supplemental trips will be made available on a rotational basis to the regular bus drivers of the HHCS D who are signed up on the rotation list. A driver shall have the option to drive additional trips without charge. A supplemental trip shall include athletic, band, activity, and class field trips. Each driver may designate which trip shall be made without charge. A record of such trips shall be maintained by the Director of Operations. A driver who declines a trip because of either regular work or previous commitment shall be assigned to the bottom of the list and shall not be eligible to take another trip until their name reaches the top of the rotation list. Drivers shall be docked for the actual time of their regular run that is assumed by the substitute driver when it conflicts with the supplemental trip.
6. When bus drivers are required to drive extra trips, and the rotation system is in effect, the compensation shall be as follows:
 - (a) Bus driver hourly rate for actual hours driven.
 - (b) Regular drivers shall receive the higher of State or Federal minimum wage for lay over.
 - (c) There shall be a minimum of two (2) hours pay for trips outside of the school district. A reasonable effort will be made to notify drivers as far in advance as possible when cancellations are necessary. If an extra trip is cancelled and the driver is notified before he/she leaves home, no obligation is incurred. A driver, who arrives at the transportation department or at the point of departure and then is told the extra trip is cancelled, will be paid for one (1) hour. A driver, who fails to show up for an assigned extra trip, shall have one hours pay deducted from his/her next paycheck.
7. Included in the definition of extra trips are all trips between the district's buildings during the school day of a non-routine nature. Payment for such extra trips shall be in accordance with paragraph 6.

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8. Extra trips begin at the point of departure at the building of origin and return to that same building. A pre-trip inspection must be completed prior to leaving and buses are to be cleaned upon completion of the trip. If the trip occurs on a Saturday, the regular driver shall be paid an additional one-half (1/2) hour to pre-trip and clean the bus at the driver's hourly rate of pay.
 9. A driver, upon completion of the trip, must complete the trip ticket report form for payment processing.
 10. Non-routine bus trips cannot be bid by drivers whose assignment to said trip shall cause their hours driven in any given day to exceed ten (10) hours.

B. Hours/Work Year

1. The Administration shall have the authority to make any adjustments in hours and routes of all drivers.
2. Bus drivers employed before July 1, 1987, shall be considered four (4) hours per day employees for purposes of fringe benefit eligibility. All new bus drivers, employed after July 1, 1987, shall receive benefits prorated to actual hours worked.
3. Each driver shall be paid one-half (1/2) hour paid time per day for pre-trip inspection and clean up. This 1/2 hour is in addition to their regular driving time.
4. The work year for a bus driver shall be one hundred eighty-eight (188) days including seven (7) paid holidays and one (1) professional development day. The work day shall be determined each year by the Superintendent.
5. While on their regular route, if a school bus driver's bus "breaks down", due to a mechanical failure, or the driver must pull off the road due to inclement weather, the additional time they remain with their bus shall be noted on their time sheet. The additional time shall be paid at the regular hourly rate for regular drivers.
6. Drivers required by the principal or designee to attend student disciplinary meetings/conferences shall be paid for the time of actual attendance at the meeting/conference.

C. On Board Instructor(s)

1. An annual supplemental contract.
2. May be filled by any bus driver(s) who holds the proper certification issued by O.D.O.T. and is approved by the Board of Education.
3. A flat rate of \$160.00 will be paid for the first twelve (12) hours of training. Additional hours beyond the first twelve (12) hours will be paid at the regular hourly rate up to a maximum of thirteen (13) additional hours. In addition, the

trainer will be paid a maximum of two (2) trips for taking the trainee to be tested. A layover rate will be charged for the non-driving time of the trainer, and the trainer's hourly rate of pay will be paid for actual drive time. The Instructor shall be paid at his/her regular hourly rate for each driver received.

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4. This position will be determined each year as to the need for it.
5. The final decision as to the selection of the on bus instructor(s) will be determined by the Superintendent and the Board of Education. District seniority will be considered in the selection process, but it will not be the determining factor.

ARTICLE 15 - PERSONAL LEAVE

- A. Each classified employee is entitled to three (3) days of non-accumulative personal leave per school year. Written notice of personal leave shall be submitted to the Superintendent for approval at least one (1) week in advance of its requested use. In the case of an emergency, the employee shall contact their immediate supervisor in advance of its use to receive "verbal authorization" of the emergency use of personal leave. Every effort shall be made to give as much notice as is reasonably possible under emergency circumstances with a reason given for the leave. No leave shall be granted for requests made post facto to its use.
- B. Personal leave will be granted on the day immediately preceding or following a holiday or vacation period if no more than five (5) members of the bargaining unit are out district wide for personal leave on such a day. Four (4) weeks advance notice must be given for such requests. Requests will be approved on a "first approved basis;" however, if bargaining unit members complete an application on the same day and the request is for the same day, the member who is more senior will be approved for the personal day.
- C. Personal leave may not be used in conjunction with deduct days to extend or create a vacation or holiday period during the school/contract year.
- D. In addition, each twelve (12) month employee shall be granted one (1) additional day available only in the month of June.
- E. All unused personal leave shall be converted to accumulative sick leave after June 30 each year. Such leave shall accumulate up to the maximum aggregate of sick leave. (See Article 16).

ARTICLE 16 - SICK LEAVE

- A. Sick leave may be used upon the approval of the Superintendent for absence due to personal illness, pregnancy, injury, exposure to contagious disease which can be communicated to other employees and for illness, injury or death in the employee's immediate family. Sick leave may not be used for purposes covered by personal leave. A period of up to but not extending beyond three (3) days of sick leave may be used in

the event of death in the immediate family. Sick leave for illness of relatives, not living in the home, is limited to three (3) days per year and should not be requested. In the event that the illness is of a critical/emergency nature, more days may be taken with the approval of the Superintendent. The employee requesting this additional use of leave may be required to show proof of the emergency, if asked. One (1) bereavement leave day, not to be charged against sick leave, will be available, in addition to the three (3) days of sick leave, in the event of a death of an employee's spouse, child, parent, mother-in-law, father-in-law, or grandparent.

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- B. The falsification of a sick leave statement by an employee is grounds for suspension or termination of employment.
- C. Sick leave shall be credited at the rate of 1.25 days per month/fifteen (15) days annually with pay. Such leave shall be cumulative up to a maximum of 335 days.
- D. Each employee possessing accumulative sick leave shall be entitled to consume any or all unused portions of such sick leave from preceding years, together with the earned allowance for the current year up to the maximum aggregate in any one year.
- E. ALL unused personal leave up to four (4) days shall be converted to sick leave by each classified employee after June 30 annually up to the maximum accumulative sick leave permitted.
- F. An employee who is absent for five (5) full or partial days due to the use of sick leave in any two (2) month period may be requested to provide a physician's verification for the use of such leave. After three (3) consecutive days of absence, a doctor's note will be required excusing such absence.
- G. The immediate family is interpreted as the employee's parent (step-parent), child (step-child), spouse, sister, brother, grandparent, grandchild or in-law, and any other person who has assumed a similar legal relationship to the employee and has resided in the same household for at least ten (10) years (proof to be determined by post office or voter registration or school records). In the case of death, the immediate family shall include aunt, uncle, niece, nephew, cousin, or in-law of the employee.
- H. Sick leave shall not be used for the purpose of child care for other than an actual resident of the employee's household, nor for the purpose of enabling the person(s) responsible for such care normally to work outside the home during this period. A doctor's slip shall serve as verification of illness necessitating in care of resident child after three (3) days.

ARTICLE 17 - INSURANCE

A. HOSPITALIZATION

The employee's share of health insurance premium including major medical shall be as follows for full time employees:

\$49.00 per month Family Plan; \$23.50 per month Single Plan

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Each employee hired on or after July 1, 2011, will pay five percent (5%) of their gross salary as a premium up to a maximum of \$50.00 per month for a single plan and \$100.00 per month for a family plan for hospitalization and major medical insurance.

If the Harrison Hills Teachers Association, or any other recognized bargaining unit, agrees to increase the deductibles, co-pays, and/or agrees to changes in insurance provisions, this bargaining unit agrees to identical changes to be effective on the date the same becomes effective for the bargaining unit which has so agreed.

In cases where the husband and wife are employed in the school district, they will not be insured both as employees and as dependents.

B. MAJOR MEDICAL INSURANCE

The deductible for major medical insurance shall be \$100 deductible for each individual and \$200 deductible for family.

C. WAIVER OF INSURANCE

Bargaining unit members may elect not to be covered under the hospitalization/major medical insurance plan. In consideration of their waiver of this insurance, they shall receive a \$1,500.00 bonus the first year of this Agreement and a \$1,000.00 bonus each subsequent year of this Agreement subject to the following provisions:

- 1) The employee must waive his/her right to coverage in writing to the Treasurer by August 31 of each year.
- 2) Coverage must be waived each year for the period September 1 through August 31 of the following year.
- 3) Spouses employed by this same district are not eligible for this benefit.
- 4) Selection of HMO participation DOES NOT qualify as waiver of this coverage of insurance for the purposes of this provision.

Unit members who have participated in this waiver for at least one year may reapply for insurance coverage subject to the approval of the district's insurance carrier.

D. LIFE INSURANCE

The Board shall provide \$25,000 term life insurance, including AD & D for each full time employee, at Board expense. Each part time employee hired before July 1, 1994, shall be provided \$22,000, including AD & D term life insurance at Board expense.

New part time employees hired after July 1, 1994 shall be provided \$12,500 term life insurance, including AD & D at Board expense.

At age 70, the term life AD&D insurance reduces to one-half (1/2) of the value provided to all other employees. This is regulated by the insurance carrier. Said insurance at Board expense.

E. DENTAL INSURANCE

The Board shall provide dental insurance for each full time employee and their family. After July 1, 1994, new employees (husband/wife) may not be insured under separate family plans both as the principle insured and as a dependent.

F. VISION INSURANCE

The Board shall provide single coverage vision insurance to each full time employee, at a cost to the Board not to exceed \$5.00 per month for family or single vision.

G. EMPLOYEE CONTRIBUTION FOR COVERAGE

For employees who were hired before July 1, 1994, and works 20 or more hours per week on at least a nine (9) month basis, they will be classified as a full time employee. An employee working 15 to 19 hours per week shall have fifty (50%) percent of full time employee benefits paid by the Board. For personnel hired after July 1, 1994, an employee must work 26 or more hours per week in order to receive the benefits awarded to a full time employee. Employees who work 20 up to 26 hours per week will be eligible for 75% of the benefits paid by the Board and employees who work 15 up to 20 hours per week are eligible for 50% of the benefits paid by the Board. No fringe benefits are awarded to personnel employed less than 15 hours per week.

Bus drivers who work 22 ½ to 26 hours a week will be eligible for 85% of the benefits paid by the Board. All drivers, hired prior to July 1, 2000, will be guaranteed a minimum of 85% of the benefits paid by the Board if their hours drop below 22 ½ due to a decline in their present route's hours. It is understood that a bus driver who bids to a route that has lesser hours than 22 ½, would not have the 85% guarantee.

H. SECTION 125 PLAN

The Board shall establish a Section 125 Premium Only Plan, which shall include the insurance waiver set forth in Section C. of this Article.

I. INSURANCE COMMITTEE

The Association shall be represented on any insurance committee created for the purpose of reviewing the district's current insurance program, exploring other alternatives and cost-containment measures, and educating bargaining unit members about insurance plan usage.

ARTICLE 18 - WORK WEEK AND WORK YEAR

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The standard work week shall be forty (40) hours and the standard work year shall be ~~1055-02~~ (52) weeks including vacations, holidays, and a professional development day for ~~1055-02~~ Secretaries (2) Maintenance Personnel (3) Custodians and (4) Mechanics. Paid holidays are: ~~K31598~~ New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Christmas Eve day for twelve month employees. In order to be eligible to receive pay for any of the above mentioned holidays, the employee must have worked the preceding and following scheduled work days of such holiday(s). A day of work shall include vacation days. Specific work schedules shall be developed by the building principal and approved by the Superintendent each year.

If a holiday falls on Saturday, Friday will be the day of observance. If a holiday falls on Sunday, Monday will be the day of observance. If an employee is required to work on a holiday, the employee shall be compensated one and one-half (1½) times his/her hourly rate in addition to holiday pay.

Maintenance Personnel, Custodians and Mechanics shall work the number of hours, specified in the standard work week, unless personnel is specifically requested to work additional time by the Superintendent or designee. The work day shall be determined each year by the Superintendent or designee.

The work year for Teacher Aides and LPN Aides shall be one hundred eighty-eight (188) days per year including seven (7) paid holidays and one (1) professional development day. The work day shall be determined each year by the Superintendent or designee.

The work year for Head Cooks and Assistant Cooks shall be one hundred ninety (190) days including seven (7) paid holidays and one (1) professional development day. For cooks hired after July 1, 1997, the work year shall be one hundred eighty-eight (188) days including seven (7) paid holidays and one (1) professional development day. For assistant cooks hired after July 1, 2006, the work year shall be one hundred eighty-nine (189) days (including 7 paid holidays and one (1) professional development day). One day (or two ½ days) are to be worked at the discretion of the head cook, i.e., ½ day before school starts, ½ day after unless personnel is specifically requested to work additional time by the Superintendent or designee. The work day shall be determined each year by the Superintendent or designee.

Cooks who are required by the Director of Operations to perform duties, on non-contracted work days, shall be paid a minimum of one (1) hour call in time.

The work year for secretaries shall be:

- A. Effective July 1, 1990, the work year for a newly hired high school secretary shall be two hundred forty (240) days including eight (8) paid holidays and one (1) professional development day.
- B. Effective July 1, 1990, the work year for a newly hired elementary secretary shall be two hundred ten (210) days including seven (7) paid holidays and one (1) professional development day.

- C. Effective July 1, 2000, the work year for a newly hired Jr. High secretary shall be two hundred twenty-five (225) days including seven (7) paid holidays and one professional development day.

ARTICLE 19 - REDUCTION IN PAY

An employee working less than the prescribed number of hours as established (work week and work year) above, in any one seven-day period shall have his pay reduced by the same hourly rate as would be determined for overtime pay according to (work week and work year) above, except:

- (a) Hours not worked due to illness or other causes as provided by state statute as paid released time.
- (b) Hours not worked for which prior approval for absence or reduction of assigned work week hours has been granted by the office of the Superintendent.

ARTICLE 20 - VACATIONS

Eleven/twelve month employees are entitled to vacation periods as outlined below. Effective July 1, 2014, a year of service is defined as the number of years within the classification that qualifies as earning vacation leave.

<u>YEAR OF SERVICE</u>	<u>VACATION DAYS</u>
1-10	10 Days Annually
11-20	15 Days Annually
21-25	20 Days Annually
26-28	21 Days Annually
29-31	22 Days Annually
32-34	23 Days Annually
35-37	24 Days Annually
38-40	25 Days Annually

Written notice of vacation leave shall be submitted to the Superintendent for approval five (5) work days in advance of its requested use.

The employee's years of service must include 20 years of continuous service within a job classification in which vacation is earned to be eligible for the additional days of vacation over 25 years of service.

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Employees shall be entitled to accumulate no more than two (2) years of vacation.

ARTICLE 21 - GRIEVANCE PROCEDURE

A. Rationale

The Harrison Hills City School District Board of Education recognizes that, in the interest of effective personnel management, a procedure is necessary whereby the employees of said Board can be assured of a prompt, impartial and fair hearing on their grievances. Good morale is maintained, as problems arise, in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise.

B. Definition of Terms

1. Grievance - A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee or a group of employees and/or the violation, interpretation, meaning or application of (1) individual employee contracts (2) established Board Policy and (3) administrative rules or regulations (4) this contract.
2. Aggrieved Person - An "aggrieved person" is a bargaining unit member asserting a grievance.
3. Party of Interest - A "party of interest" is the employee or employees making the claim and any person who might be taken in order to resolve the grievance.
4. Board - The Harrison Hills City School District Board of Education will be herein referred to as the "Board".
5. Association - The Ohio Association of Public School Employees, AFSCME (AFL-CIO) and its Chapter #507 hereinafter referred to as the "Association".

C. Procedures

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school term, and which if left unresolved until the

beginning of the following school term could result in irreparable harm to a party or parties in interest, the time limits set forth herein may be reduced by mutual consent that the grievance procedure may be concluded prior to the end of the school year.

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Informal Procedures

If an employee feels that he has a grievance, he shall first discuss the matter with his principal or immediate supervisor in an effort to resolve the problem informally. The employee may (1) discuss the alleged grievance personally or (2) request that a representative of the Association accompany him and request that he act on the employee's behalf.

Level One - School Principal

1. If an aggrieved person is not satisfied with the outcome of the informal procedure, he may present his alleged grievance formally in writing to his principal or immediate supervisor. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract, policy, rule or regulation allegedly violated, misinterpreted or misapplied.
2. The aggrieved person or the principal may request a conference prior to the rendering of the decision. The employee may (1) discuss the alleged grievance personally or (2) request that a representative of the Association accompany him and request that he act on the employee's behalf.
3. The principal or other appropriate administrator, within five (5) days after receipt of the alleged grievance, shall render a written decision to the aggrieved person and forward a copy to the chairman of the grievance committee of the Association.
4. If an employee does not file a grievance in writing with his principal or immediate supervisor within twenty (20) days after he knew or should have known of the act or condition on which the grievance is based then the grievance shall have been waived.

Level Two - Superintendent of Schools

1. If an aggrieved person is not satisfied with the decision concerning his/her alleged grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he/she may within five (5) days refer such grievance in writing to the Superintendent of Schools. Attached to the referral statement shall be (1) the written grievance as presented to the principal, (2) a copy of the principal's written decision or a statement relative to the current status of the grievance. If the grieved person does not forward the grievance to the Superintendent within the five (5) days mentioned above, the grievance shall be waived.

2. The Superintendent shall meet with the aggrieved person within five (5) days after receiving the grievance. 10-13-14
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- a. The aggrieved employee shall have the right to be represented at a hearing by the representative of the Association.
- b. Witnesses may be available to testify but may not be present during the remainder of the hearing.
3. The Superintendent of Schools shall within ten (10) days from the receipt of the written referral of the grievance, render a decision in writing to the aggrieved person. A copy of the decision shall be forwarded to the (1) chairman of the Grievance Committee of the Association and (2) the principal or immediate supervisor.

Level Three - Board of Education

1. Only the Grievance Committee of an Association can appeal a grievance to Level Three.
2. In the event that the aggrieved person is not satisfied with the disposition of his alleged grievance at Level Two, or in the event that no decision is rendered within ten (10) days, he may within five (5) days after the decision is rendered or within fifteen (15) days after the formal presentation to the Superintendent of Schools file his/her alleged grievance with the Grievance Committee of the Association.
3. The Grievance Committee of the Association shall within ten (10) days make a judgment on the merit of the alleged grievance. If the Grievance Committee decides, either that the alleged grievance lacks merit, or that the decision at Level Two is in the best interests of the school system, the committee shall send written notification to the aggrieved person, a copy of which shall be forwarded to (1) the Superintendent of Schools, and (2) the principal or appropriate supervisor. If the Grievance Committee decides that the alleged grievance has merit and the decision at Level Two is not acceptable, the Committee shall, within five (5) days after receipt, appeal such grievance to the Board. The appeal shall be in writing, stating the grounds for appeal. The appeal statement shall have attached (1) the original grievance, (2) a copy of the principal's or appropriate Supervisor's decision, and (3) a copy of the Superintendent's decision. A copy of the notice of appeal shall be filed with: (1) President of the Board, and (2) Treasurer.
4. Within thirty (30) days after receiving the appeal notice, the Board shall meet with the aggrieved person for the purpose of resolving the grievance.
- a. The aggrieved person shall have the right to be represented at such hearing by counsel and/or by a representative of the Association.

b. The Board and aggrieved person each have the privilege of calling witnesses to testify. Such witnesses may be present at the hearing during the time they are testifying.

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5. After completion of the hearing, the Board shall render a decision in writing within five (5) days after its next regular meeting. The Treasurer shall forward a copy of the decision to (1) the aggrieved person, (2) the Chairman of the Grievance Committee of the Association, (3) the Superintendent of Schools, and (4) the principal or other appropriate supervisor.

Level Four - Arbitration

If the aggrieved person is not satisfied with the disposition in Level Three, the Association may request that the issue be submitted to arbitration within ten (10) working school days after the receipt of the Level Three disposition. The Arbitrator shall be chosen from a list of seven (7) names furnished by the American Arbitration Association. The method used to select the actual arbitrator shall be the alternate strike method. A coin toss shall determine the winner. The winner shall strike second. Final resolution shall be rendered within thirty (30) days of the hearing. Each party to the arbitration proceedings shall pay its individual expenses incurred in the presentation of its case. Cost of the Arbitrator's services shall be paid for by the losing party. The Arbitrator's award shall be final and binding upon both parties, but no arbitrator shall have the authority to amend, add to, or modify the terms of the Agreement. The Arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration.

D. Miscellaneous

1. If a grievance affects a group of employees from more than one school, the Grievance Committee of the appropriate Association may submit such grievance directly to the Superintendent of Schools, and the processing of such grievance shall commence at Level Two. If a grievance affects a group of employees who are subordinates to the same Level One Supervisor, the processing of the grievance shall commence at Level One. In any event the Grievance Committee of the appropriate Association will act in behalf of the aggrieved person.
2. Forms for filing a grievance, serving notices, making appeals and other necessary documents shall be prepared and distributed by the Superintendent so as to facilitate operation of this grievance procedure.
3. A grievance may be withdrawn at any level without prejudice, and such withdrawal must be submitted in writing.
4. All sessions held in connection with the processing of grievances shall be in closed session and no news releases shall be made concerning progress of the hearings.

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5. The grievance procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the proceedings relative to a grievance.
 6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
 7. Any disputes relative to the time limits specified in this procedure shall be submitted to the arbitrator to be resolved.
 8. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and the aggrieved person forfeits his/her rights for further consideration on the specific grievance in question.
 9. If an employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.
 10. Release time with pay shall be granted to the grievant to attend arbitration hearings if the hearing occurs during the grievant's work day.

ARTICLE 22 - JURY DUTY

An employee serving on Jury Duty shall be compensated in an amount representing the difference between Jury Duty pay and his/her other regular salary.

ARTICLE 23 - LEAVE OF ABSENCE

- A. Definition - A leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which written request has been made and formal approval granted by the Board. Such leaves are also without fringe benefits; however fringe benefits would be available under the FMLA and/or COBRA provisions. (The Board of Education may, without request of the individual grant a leave of absence to an employee because of physical or mental disability, Sec. 3319.13).
- B. Compensation - All leaves of absence are without pay.
- C. Purposes for Which Leave of Absence May be Granted
 1. Illness
 2. Disability, mental or physical (verified by a licensed physician)

- | | | |
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| 3. | Educational or professional purposes | 10-13-14 |
| 4. | Military obligations | 14-MED-02-0161 |
| 5. | Personal business | 1055-02 |
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D. Purposes for Which Leave Will Not Be Granted

For the purpose of other employment within or without the school district.

E. Duration - Leave of absence shall not be for longer than two years, and may be for a shorter period of time at the discretion of the Board of Education. Such two-year leave may be renewed. Sec. 3319.13 R.C.

F. Termination: Return to Former Status

1. The employee on leave of absence desiring to return to regular service must notify the Superintendent of Schools of such intention at least sixty (60) days prior to the date he wishes to resume active duty status. Failure to so notify the Superintendent shall be considered by the Board as termination of employment by the employee.
2. The individual returning from a leave of absence is entitled to resume the contract status he held prior to such leave, a suitable position being available, but not necessarily the right to re-occupy the position which he/she held at the time his/her leave was granted. Sec. 3319.13 R.C.
3. The person may continue on the next step of the salary schedule providing a year's program of study is approved by the Superintendent of Schools. Also, the study must be directed towards professional improvement, thus contributing to the local school program.
4. The position vacated by a leave of absence lasting more than ninety (90) calendar days shall be posted and shall be filled in accordance with the Bid Procedure. It is understood that when the employee returns from leave, he/she shall be assigned to a similar position that was held before taking such leave.

G. Insurance Coverage

While a person is on leave, the Board of Education agrees to follow the mandates of the Family Medical Leave Act.

ARTICLE 24 - PHYSICAL EXAMINATION

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- A. All persons applying for leave of absence upon medical grounds may be required to submit to an examination by a physician selected by the Board.
- B. The individual's readiness to return to a regular assignment after a leave of absence for medical reasons will be required to submit a release to work slip from their physician.
- C. A copy of each and every such examination report shall be filed with the Superintendent of Schools.
- D. Final decision relative to the return of an individual to service after a leave of absence for medical reasons must in all cases rest with the Board of Education.
- E. The Superintendent may demand that an employee take a drug or alcohol test when there is reason to believe that such course of action is necessary. Please Note: The district will also follow rules and regulations as established by acts of legislature, Ohio Revised Code, and Board policy in regards to drug and alcohol testing, i.e., Omnibus Transportation Employee Testing Act.
- F. The Board will pay the fee charged by the testing company for all drug and/or alcohol tests and bus driver physicals that are required. Each bargaining unit member who is sent to take a drug and/or alcohol test will receive a stipend of twenty-five dollars (\$25.00) in compensation for making the trip.

ARTICLE 25 - MATERNITY LEAVE

The decision as to when an employee shall terminate and resume their active duty status relative to maternity leave shall rest with the employee and her doctor. However, the Board may request a doctor's statement at any time during pregnancy of an employee relative to her physical and mental state for the performance of her duties. In the event that the employee refuses to submit said statement to the Board, she may be placed on leave at the discretion of the Board.

ARTICLE 26 - CALAMITY DAYS

All twelve month classified positions are required to report to their assigned duties two (2) hours later than normal start time or leave two (2) hours early as per arranged with their immediate supervisor on a calamity day. If weather conditions on a calamity day prevents an employee from being able to report to their work site, the employee may call their immediate supervisor and request a vacation day or personal day in order to be excused from work.

When schools have been closed, classified employees shall not be required to report to work during the hours in which severe weather results in a state of emergency being declared in Harrison County by the Governor. Classified employees who had been previously approved for use of personal or sick leave on the day described upon shall not have such leave deducted from their leave accumulation.

Classified employees shall be paid at their regular rate of pay for all calamity days. If the district exceeds the number of calamity days permitted by the state, the make-up days will not include additional pay.

ARTICLE 27 - WORK SCHEDULES

A. Overtime

The regular salary or wage of a classified employee is his/her total compensation for the satisfactory performance of the assigned job(s) during regular assigned hours for such work. In determining the overtime pay, the FLSA has ruled that overtime is computed after forty (40) hours are actually worked and that no type of leave is used in determining the overtime. When computing hours worked, calamity days shall count as regular work days. No overtime shall be worked unless approved in advance by the Administration.

1. Method of Computing Overtime Rate - Any employee requested to work hours in excess of those stipulated above in any seven day period shall be compensated for such time worked at an hourly rate equal to his/her regular hourly rate plus an additional one half (1/2) of his/her hourly rate.
2. There will be no overtime approved for routine duties on Saturday/Sunday or Holidays unless specifically contracted. The hours for the performance of such duties will be regularly scheduled and specified as to when performed. A time sheet for the hours actually spent will be submitted for payroll purposes and approved by the principal. The Board may grant compensatory time in lieu of overtime. Such compensatory time shall be accrued and granted at time and one half (1 1/2) for all overtime worked and shall accrue no more than 240 hours of compensatory time in a fiscal year, which shall be used before vacation and personal leave. The 240 hours of compensatory time represents 160 hours of overtime worked.

B. Working Hours and Duties

A duty schedule for each classified position shall be provided along with the schedule of working hours. The work week will be 12:01 a.m. Sunday through 12:00 p.m. Saturday. Variations in starting times may be made by the principal in order to meet the operational needs of the building and by the Superintendent to meet the operational needs of the district.

The starting and closing of shift times for custodial personnel in the buildings staffed by a single custodian may be arranged to provide the most effective utilization of custodial service in the respective buildings. Such arrangements recommended by the principal must be approved by the Superintendent.

Custodians (8 hour work shift exclusive of lunch)

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1 st Shift	8 hour shift exclusive of lunch to be arranged by the building principal as needed.
2 nd Shift*	8 hour shift exclusive of lunch to be arranged by the building principal as needed
3 rd Shift*	If applicable, to be arranged by the building principal
<u>Secretaries</u>	8 hour work shift to be arranged by the building principal exclusive of lunch
<u>Cafeteria</u>	To be arranged as needed
<u>Aides</u>	To be arranged as needed
<u>LPN Aides</u>	To be arranged as needed
<u>Bus Drivers</u>	To be arranged as needed
<u>Maintenance</u>	8 hour shift exclusive of lunch to be arranged as needed
<u>Mechanics</u>	8 hour shift exclusive of lunch to be arranged as needed

These times may be altered by the Superintendent.

A summer work schedule utilizing one work shift for each employee classification, so effected, will be scheduled by the Superintendent or designee.

C. Lunch Breaks

If a custodian's or secretary's lunch break is interrupted due to an emergency where the principal [or if the principal is out of the building the person who is designated as next in the line of authority as identified on the building's emergency plan] has requested their services, additional time may be added to the lunch break to give them the full thirty (30) minutes allocated for lunch.

ARTICLE 28 - LAYOFF AND RECALL

If the Board determines it is necessary to reduce the number of employees in a job classification because of abolishment of position, closing of buildings, lack of funds, or lack of work, the following procedures shall prevail:

1. The number of persons affected by a reduction in force will be kept to a minimum insofar as practical by not employing replacements for employees who resign, retire, pass away, or whose contracts are not renewed on the basis of performance. Volunteers and Grandparent Programs will not perform bargaining unit work when there are positions reduced.

2. When it is necessary to lay off employees for the reasons set forth herein, employees shall be laid off in order of classification seniority with the least senior employee laid off first. (See Seniority).
3. The Board shall determine in which classifications any layoff shall occur and the number of employees to be laid off. Employees on limited contract shall be laid off before employees on continuing contracts.
4. The following classifications shall be used in the event of a layoff:
 - a) Head Mechanic & Mechanic Assistant
 - b) Head Custodian & Custodian
 - c) Head Maintenance
 - d) Head Cooks, Assistant Cooks, & Cooks
 - e) Secretaries
 - f) Aides
 - g) Bus Drivers
 - h) Crossing Guards
 - i) LPN Aides
5. Employees laid off pursuant to this Article shall be recalled in order of classification seniority to positions within the classification. Employees on continuing contract shall be reinstated before employees on limited contracts.
6. A person laid off, due to being the least senior employee within a job classification, or due to the elimination of his/her classification, can bump an employee in another job classification, if they are able to meet the qualification requirements established as to skills, aptitude and experiences for the specific job. The employee who bumps across classification can only bump another employee who is less senior using his/her system seniority.
7. A laid off employee shall remain on the recall list for five (5) years unless he/she waives his/her recall rights in writing, resigns, fails to accept recall to a position in his/her classification, or fails to report to work within ten (10) working days after written notice of recall. The laid off employee shall notify the Board of any changes in his/her mailing address and/or telephone number.
8. The Board may employ persons who are on a lay off recall list for temporary/substitute work. Such work shall be paid at the zero (0) step of the salary schedule of this contract.

ARTICLE 29 - IN-SERVICE

All employees who are mandated by the Superintendent to attend in-service meetings, that last four (4) hours or longer, exclusive of professional development day, shall be compensated at no less than twenty-five dollars (\$25.00) per meeting. The school district will provide

transportation from a central point for all out of county meetings, or it shall pay mileage at the IRS rate for those required to drive.

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Attendance of in-service meetings within the district is mandatory with no compensation for mileage.

If an individual fails to attend district in-service meetings, and must go out of county to meet legal requirements, no expense will be paid.

ARTICLE 30 - NONDISCRIMINATION

Discrimination Prohibited

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political party opinions or affiliations, or because of race, national origin, religion or marital status, and no person shall be discriminated against because of age, sex or physical handicap, unless the handicap prohibits performance of job duties.

ARTICLE 31 - NONDISCRIMINATION ON ACCOUNT OF OAPSE ACTIVITY

No Discrimination on Account of OAPSE Activity

Neither the Administration nor OAPSE shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not to engage in OAPSE activity.

ARTICLE 32 - DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the execution of this Agreement, the Board shall print or duplicate and provide without charge a copy of this Agreement for every employee in the bargaining unit. These copies will be supplied to each building representative for distribution. An additional twenty (20) copies will be available if needed by the President of Chapter 507 during the duration of this contract.

ARTICLE 33 - LEAVE INCENTIVE

- A. Both the Board and the Union recognize the importance of good attendance to the continuity and efficient operation of the school system. In an effort to promote a heightened awareness of the importance of employee attendance, a leave incentive program is established.
- B. A classified employee in the Harrison Hills City School District shall be granted a leave incentive stipend of seventy dollars (\$70.00) for each trimester without an absence due to

sick leave, personal leave, or deduct and vacation leave when classes are in session. ^{Jury} duty will not be held against an employee's leave incentive. The trimesters will be:

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- 1st trimester: July 1 thru November 30
- 2nd trimester: December 1 thru February 28 (29)
- 3rd trimester: March 1 thru June 30

- C. The stipend shall be paid in the second pay following the end of each trimester.
- D. A nine or ten month employee who is not absent more than one (1) day in the entire school year shall be eligible for an additional one hundred fifty (\$150.00) dollars leave incentive stipend.
- E. A twelve month employee who is not absent more than one (1) day in the entire year (July 1 thru June 30) shall be eligible for an additional one hundred seventy-five (\$175.00) dollars leave incentive stipend.

ARTICLE 34 - DEDUCT DAYS

A dock (deduct in pay) will not be accepted as a bridge between a holiday/holiday period and the use of approved personal leave unless approved by the Superintendent. All deduct days must be approved in advance by the Superintendent. Any employee taking fifteen (15) deduct days during a thirty (30) consecutive day period for the purpose of vacation shall pay for his/her insurance in full.

ARTICLE 35 - ACTIVITY PASS

An activity pass will be made available to each classified employee, without charge. An activity pass may be purchased for the employee's spouse for \$75.00.

ARTICLE 36 - SAFETY

- A. The Board and Union agree that through cooperative efforts each district employee should be provided a safe work place.
- B. The Union President will be given upon request a copy of all reports which may affect the health and safety of the school's employees (P.E.R.R.P., Board of Health, E.P.A. inspections, etc.)
- C. An employee, who believes that a condition of work imperils his/her health or safety, shall immediately report the condition(s) to the immediate supervisor. A determination as to how the work can be safely completed will be made before the project commences.
- D. Bus drivers shall be provided a copy of the student's emergency medical card.

E. The Board will offer one in-service for first aid and one in-service for CPR in order to provide emergency treatment to students/adults who have a serious illness or injury. A stipend of \$100.00 will be paid for successfully completing both courses, and a stipend of \$50.00 will be paid for successfully completing one course.

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F. Safety Committee

A district safety committee shall be established consisting of three (3) representatives from OAPSE, three (3) representatives from the HHTA, three (3) administrators, and two (2) Board members.

ARTICLE 37 - DISCIPLINE

The Association recognizes the administration's right to discipline employees for proper cause. Discipline will be based on the severity of the offense. It may consist of reprimand (oral and/or written) or if this is not a satisfactory disciplinary action there can be a suspension without pay for up to ten (10) days. Before imposing a suspension a conference will be held with the employee to give him/her an opportunity to explain his/her behavior (the employee has the right to be accompanied at the conference by one representative of his/her own choosing). However, if the Superintendent determines that the employee's continued employment prior to the conference poses a danger to property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three (3) days pending the conference to determine final disciplinary action.

The Board may terminate an employee's contract only in accordance with Section 3319.081 of the Ohio Revised Code. An employee may terminate his contract by serving two-week's written notice on the Treasurer of the Board.

An employee shall have the right, upon request, to review the contents of his/her personal file. No anonymous letters or materials shall be placed in an employee's file.

An employee shall be notified if any material considered critical of conduct or service will be placed in his/her file. He/she shall also have the opportunity to reply to such critical material by submitting a written statement which will be attached to the file copy.

Records of oral or written reprimands shall be removed from their personnel file after three (3) years from the effective date of the reprimand if there are no intervening disciplinary actions during the three (3) year period.

ARTICLE 38 - SMOKING PROHIBITED ON DISTRICT PROPERTY

Health professionals have determined that smoking can be detrimental to one's health. Specifically, smoking poses not only a health safety issue for the smoker, but second-hand smoke can produce health hazards for nonsmokers as well.

Recognizing these health issues, the Board prohibits smoking in/on all district property.

ARTICLE 39 - TRAINING/SCHOOLING

- A. Employees may request professional leave for meetings/conference/workshops relevant to their assignment/job classification.
- B. A flier of the meeting must accompany the request.
- C. If approved by the Superintendent, the registration fee will be paid by the Board.
- D. Tuition Reimbursement Program

A maximum of \$5,000.00 will be set aside during the term of this Agreement for the purpose of providing tuition reimbursement to employees who complete college credit courses (undergraduate or graduate) that could improve current job skills within the district. Upon prior approval of the Superintendent, employees shall be reimbursed on a first-come, first-served basis at a rate not to exceed \$80.00 per semester hour or per quarter hour. In order to be eligible for reimbursement, the employee must provide proof of attendance and a grade of "B" or better or "P" for pass/fail courses. Reimbursement shall be made on or about October 1 of each year.

ARTICLE 40 - LABOR MANAGEMENT RELATIONSHIP

- 1. A Labor-Management Committee shall be established consisting of not more than five (5) OAPSE representatives, a corresponding number of administrators, and an appointed alternate for each party, in addition to the Superintendent and the Association President. These representatives will be chosen annually by the Superintendent for the Board and the Association President for the Association.
- 2. The members of the Committee must be trained by the Federal Mediation and Conciliation Service (FMCS) in order to serve on the Committee. Such training shall be conducted jointly with all Committee members and alternates present. The Board shall assume any necessary training costs and related expenses. No person shall serve on the Committee unless he/she has participated in the FMCS training.
- 3. The Committee shall continue to make use of the service of a mediator from FMCS as the Committee determines is necessary, and with the recommendation of the assigned mediator.
- 4. The Committee shall meet at least one (1) time per each nine (9) week grading period. However, the Committee shall be empowered to meet more or less often at its own determination.
- 5. A written agenda shall be developed cooperatively by the Superintendent and the Association President for each meeting and distributed at least five (5) days before each meeting. The number of issues to be considered by the Committee at any meeting shall

be limited to six (6), or a maximum of three (3) for each party. However, up to two (2) additional items may be added to the agenda if the problem becomes known after preparation of the agenda.

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6. The mission and purpose of the Committee shall be to maintain and improve employee relations between district administration and classified personnel to provide a fair, safe and efficient working environment. Each party shall have the right to bring issues to the Committee for discussion which shall be heard.
7. The Committee shall not have the authority to discuss active grievances except as may be mutually agreed by the parties.

ARTICLE 41 - UNION RIGHTS

A. School Calendar

The Association President shall be notified of any changes in the school calendar via the Board agenda. A member of OAPSE shall be included with the Superintendent and the HHTA in any meeting that is held for the purpose of formulating the school calendar.

B. The Association shall have the following:

1. The right to use the internal system of school mail.
2. The President of the Association shall be provided with a copy of the agenda and minutes of all regular or special Board meetings.

C. OAPSE Leave

The Board agrees to permit the President of OAPSE Local #507 leave of three (3) professional days to attend the annual OAPSE Conference. The Board also agrees to pay the wages of the above President, but not other expenses.

ARTICLE 42 - EFFECTS OF THE AGREEMENT

The terms, forms and schedules contained in this Agreement represent the full understanding and commitment between the parties. It replaces all previous agreements and past practice relative to the items contained therein. The provisions of this Agreement are understood to supersede statutory provisions as to the specific topics and/or conditions covered by this Agreement where permissive by law. This Agreement may be added to, deleted from or otherwise changed only by an amendment properly signed by each party.

ARTICLE 43 - TERM OF AGREEMENT

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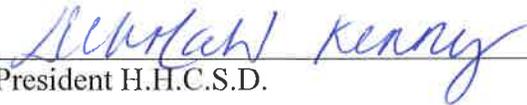
This Agreement shall become effective upon its approval by the Association and the Board. Following a request by either party, this Agreement may be amended by mutual consent. A meeting to negotiate such amendment proposals shall be held not more than ten (10) days following a written request for such meeting by either party. Negotiations shall be conducted in accordance with the procedures in this document, but such amendment proposals shall not be permitted during the negotiations period outlined in Paragraphs C. and H. of Article 7.

Duration of the Agreement

The term of this Agreement will be from July 1, 2014, and will continue and remain in full force and effect until June 30, 2017. Negotiations will commence no earlier than February 1, 2017, for the contract beginning July 1, 2017. The duly authorized representatives have hereunto set their hands to quadruplicate originals this 29th day of MAY, 2014.

For the Board

For the Association - OAPSE #507



President H.H.C.S.D.



President Local #507

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Appendix A

Salary Schedules

AIDES

Experience	1.00%		2.00%
	FY 15	FY 16	FY 17
	July 2014	July 2015	July 2016
0	\$10.70	\$10.81	\$11.02
1	\$10.94	\$11.05	\$11.27
2	\$11.28	\$11.39	\$11.62
3	\$11.47	\$11.58	\$11.82
4	\$11.84	\$11.96	\$12.20
5	\$12.13	\$12.25	\$12.50
6	\$12.40	\$12.52	\$12.77
7	\$12.57	\$12.70	\$12.95
8	\$12.57	\$12.70	\$12.95
9	\$12.57	\$12.70	\$12.95
10	\$13.10	\$13.23	\$13.50
11	\$13.10	\$13.23	\$13.50
12	\$13.10	\$13.23	\$13.50
13	\$13.10	\$13.23	\$13.50
14	\$13.10	\$13.23	\$13.50
15	\$13.47	\$13.60	\$13.88
16	\$13.47	\$13.60	\$13.88
17	\$13.47	\$13.60	\$13.88
18	\$13.47	\$13.60	\$13.88
19	\$13.47	\$13.60	\$13.88
20	\$13.73	\$13.87	\$14.14
21	\$13.73	\$13.87	\$14.14
22	\$13.73	\$13.87	\$14.14
23	\$13.73	\$13.87	\$14.14
24	\$13.73	\$13.87	\$14.14
25	\$13.73	\$13.87	\$14.14
26	\$13.95	\$14.09	\$14.37
27	\$13.95	\$14.09	\$14.37
28	\$13.95	\$14.09	\$14.37
29	\$14.18	\$14.32	\$14.61

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CROSSING GUARDS

	1.00%		2.00%
	FY 15	FY 16	FY 17
	July 2014	July 2015	July 2016
\$	11.14	11.25	11.48

BUS DRIVERS

Experience	1.00%		2.00%
	FY 15	FY 16	FY 17
	July	July	July
	2014	2015	2016
0	\$13.12	\$13.25	\$13.52
1	\$13.36	\$13.49	\$13.76
2	\$13.70	\$13.84	\$14.11
3	\$13.89	\$14.03	\$14.31
4	\$14.26	\$14.40	\$14.69
5	\$14.55	\$14.70	\$14.99
6	\$14.82	\$14.97	\$15.27
7	\$14.99	\$15.14	\$15.44
8	\$14.99	\$15.14	\$15.44
9	\$14.99	\$15.14	\$15.44
10	\$15.52	\$15.68	\$15.99
11	\$15.52	\$15.68	\$15.99
12	\$15.52	\$15.68	\$15.99
13	\$15.52	\$15.68	\$15.99
14	\$15.52	\$15.68	\$15.99
15	\$15.89	\$16.05	\$16.37
16	\$15.89	\$16.05	\$16.37
17	\$15.89	\$16.05	\$16.37
18	\$15.89	\$16.05	\$16.37
19	\$15.89	\$16.05	\$16.37
20	\$16.15	\$16.31	\$16.64
21	\$16.15	\$16.31	\$16.64
22	\$16.15	\$16.31	\$16.64
23	\$16.15	\$16.31	\$16.64
24	\$16.15	\$16.31	\$16.64
25	\$16.15	\$16.31	\$16.64
26	\$16.37	\$16.53	\$16.86
27	\$16.37	\$16.53	\$16.86
28	\$16.37	\$16.53	\$16.86
29	\$16.60	\$16.77	\$17.10

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CAFETERIA

Experience	FY 15	1.00%	2.00%
	July	FY 16	FY 17
	2014	July 2015	July 2016
0	\$10.23	\$10.33	\$10.54
1	\$10.42	\$10.52	\$10.73
2	\$10.71	\$10.82	\$11.03
3	\$10.84	\$10.95	\$11.17
4	\$11.15	\$11.26	\$11.49
5	\$11.38	\$11.49	\$11.72
6	\$11.59	\$11.71	\$11.94
7	\$11.70	\$11.82	\$12.05
8	\$11.70	\$11.82	\$12.05
9	\$11.70	\$11.82	\$12.05
10	\$12.18	\$12.30	\$12.55
11	\$12.18	\$12.30	\$12.55
12	\$12.18	\$12.30	\$12.55
13	\$12.18	\$12.30	\$12.55
14	\$12.18	\$12.30	\$12.55
15	\$12.50	\$12.63	\$12.88
16	\$12.50	\$12.63	\$12.88
17	\$12.50	\$12.63	\$12.88
18	\$12.50	\$12.63	\$12.88
19	\$12.50	\$12.63	\$12.88
20	\$12.71	\$12.84	\$13.09
21	\$12.71	\$12.84	\$13.09
22	\$12.71	\$12.84	\$13.09
23	\$12.71	\$12.84	\$13.09
24	\$12.71	\$12.84	\$13.09
25	\$12.71	\$12.84	\$13.09
26	\$12.88	\$13.01	\$13.27
27	\$12.88	\$13.01	\$13.27
28	\$12.88	\$13.01	\$13.27
29	\$13.06	\$13.19	\$13.45

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HEAD COOK: Shall be paid thirty-five cents (\$.35) per hour in addition to the hourly rate of the above schedule at each step.
 ASSISTANT COOK: Shall be paid twenty cents (\$.20) per hour in addition to the hourly rate of the above schedule at each step.

HEAD CUSTODIAN

CUSTODIAN

Experience	FY 15	1.00%	2.00%
	July 2014	FY 16 July 2015	FY 17 July 2016
0	\$12.02	\$12.14	\$12.38
1	\$12.26	\$12.38	\$12.63
2	\$12.60	\$12.73	\$12.98
3	\$12.79	\$12.92	\$13.18
4	\$13.16	\$13.29	\$13.56
5	\$13.45	\$13.58	\$13.86
6	\$13.72	\$13.86	\$14.13
7	\$13.89	\$14.03	\$14.31
8	\$13.89	\$14.03	\$14.31
9	\$13.89	\$14.03	\$14.31
10	\$14.42	\$14.56	\$14.86
11	\$14.42	\$14.56	\$14.86
12	\$14.42	\$14.56	\$14.86
13	\$14.42	\$14.56	\$14.86
14	\$14.42	\$14.56	\$14.86
15	\$14.79	\$14.94	\$15.24
16	\$14.79	\$14.94	\$15.24
17	\$14.79	\$14.94	\$15.24
18	\$14.79	\$14.94	\$15.24
19	\$14.79	\$14.94	\$15.24
20	\$15.05	\$15.20	\$15.50
21	\$15.05	\$15.20	\$15.50
22	\$15.05	\$15.20	\$15.50
23	\$15.05	\$15.20	\$15.50
24	\$15.05	\$15.20	\$15.50
25	\$15.05	\$15.20	\$15.50
26	\$15.27	\$15.42	\$15.73
27	\$15.27	\$15.42	\$15.73
28	\$15.27	\$15.42	\$15.73
29	\$15.50	\$15.66	\$15.97

Experience	FY 15	1.00%	2.00%
	July 2014	FY 16 July 2015	FY 17 July 2016
0	\$11.78	\$11.90	\$12.14
1	\$11.97	\$12.09	\$12.33
2	\$12.26	\$12.38	\$12.63
3	\$12.39	\$12.51	\$12.76
4	\$12.70	\$12.83	\$13.08
5	\$12.93	\$13.06	\$13.32
6	\$13.14	\$13.27	\$13.54
7	\$13.25	\$13.38	\$13.65
8	\$13.25	\$13.38	\$13.65
9	\$13.25	\$13.38	\$13.65
10	\$13.73	\$13.87	\$14.14
11	\$13.73	\$13.87	\$14.14
12	\$13.73	\$13.87	\$14.14
13	\$13.73	\$13.87	\$14.14
14	\$13.73	\$13.87	\$14.14
15	\$14.05	\$14.19	\$14.47
16	\$14.05	\$14.19	\$14.47
17	\$14.05	\$14.19	\$14.47
18	\$14.05	\$14.19	\$14.47
19	\$14.05	\$14.19	\$14.47
20	\$14.26	\$14.40	\$14.69
21	\$14.26	\$14.40	\$14.69
22	\$14.26	\$14.40	\$14.69
23	\$14.26	\$14.40	\$14.69
24	\$14.26	\$14.40	\$14.69
25	\$14.26	\$14.40	\$14.69
26	\$14.43	\$14.57	\$14.87
27	\$14.43	\$14.57	\$14.87
28	\$14.43	\$14.57	\$14.87
29	\$14.61	\$14.76	\$15.05

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HEAD MAINTENANCE

Experience	1.00%		2.00%
	FY 15 July 2014	FY 16 July 2015	FY 17 July 2016
0	\$12.57	\$12.70	\$12.95
1	\$12.81	\$12.94	\$13.20
2	\$13.15	\$13.28	\$13.55
3	\$13.34	\$13.47	\$13.74
4	\$13.71	\$13.85	\$14.12
5	\$14.00	\$14.14	\$14.42
6	\$14.27	\$14.41	\$14.70
7	\$14.44	\$14.58	\$14.88
8	\$14.44	\$14.58	\$14.88
9	\$14.44	\$14.58	\$14.88
10	\$14.97	\$15.12	\$15.42
11	\$14.97	\$15.12	\$15.42
12	\$14.97	\$15.12	\$15.42
13	\$14.97	\$15.12	\$15.42
14	\$14.97	\$15.12	\$15.42
15	\$15.34	\$15.49	\$15.80
16	\$15.34	\$15.49	\$15.80
17	\$15.34	\$15.49	\$15.80
18	\$15.34	\$15.49	\$15.80
19	\$15.34	\$15.49	\$15.80
20	\$15.60	\$15.76	\$16.07
21	\$15.60	\$15.76	\$16.07
22	\$15.60	\$15.76	\$16.07
23	\$15.60	\$15.76	\$16.07
24	\$15.60	\$15.76	\$16.07
25	\$15.60	\$15.76	\$16.07
26	\$15.82	\$15.98	\$16.30
27	\$15.82	\$15.98	\$16.30
28	\$15.82	\$15.98	\$16.30
29	\$16.05	\$16.21	\$16.53

MAINTENANCE

Experience	1.00%		2.00%
	FY 15 July 2014	FY 16 July 2015	FY 17 July 2016
0	\$12.31	\$12.43	\$12.68
1	\$12.50	\$12.63	\$12.88
2	\$12.79	\$12.92	\$13.18
3	\$12.92	\$13.05	\$13.31
4	\$13.23	\$13.36	\$13.63
5	\$13.46	\$13.59	\$13.87
6	\$13.67	\$13.81	\$14.08
7	\$13.78	\$13.92	\$14.20
8	\$13.78	\$13.92	\$14.20
9	\$13.78	\$13.92	\$14.20
10	\$14.26	\$14.40	\$14.69
11	\$14.26	\$14.40	\$14.69
12	\$14.26	\$14.40	\$14.69
13	\$14.26	\$14.40	\$14.69
14	\$14.26	\$14.40	\$14.69
15	\$14.58	\$14.73	\$15.02
16	\$14.58	\$14.73	\$15.02
17	\$14.58	\$14.73	\$15.02
18	\$14.58	\$14.73	\$15.02
19	\$14.58	\$14.73	\$15.02
20	\$14.79	\$14.94	\$15.24
21	\$14.79	\$14.94	\$15.24
22	\$14.79	\$14.94	\$15.24
23	\$14.79	\$14.94	\$15.24
24	\$14.79	\$14.94	\$15.24
25	\$14.79	\$14.94	\$15.24
26	\$14.96	\$15.11	\$15.41
27	\$14.96	\$15.11	\$15.41
28	\$14.96	\$15.11	\$15.41
29	\$15.14	\$15.29	\$15.60

HEAD MECHANIC

Experience	FY 15	1.00%	2.00%
	July 2014	FY 16 July 2015	FY 17 July 2016
0	\$14.31	\$14.45	\$14.74
1	\$14.55	\$14.70	\$14.99
2	\$14.89	\$15.04	\$15.34
3	\$15.08	\$15.23	\$15.54
4	\$15.45	\$15.60	\$15.92
5	\$15.74	\$15.90	\$16.22
6	\$16.01	\$16.17	\$16.49
7	\$16.18	\$16.34	\$16.67
8	\$16.18	\$16.34	\$16.67
9	\$16.18	\$16.34	\$16.67
10	\$16.71	\$16.88	\$17.21
11	\$16.71	\$16.88	\$17.21
12	\$16.71	\$16.88	\$17.21
13	\$16.71	\$16.88	\$17.21
14	\$16.71	\$16.88	\$17.21
15	\$17.08	\$17.25	\$17.60
16	\$17.08	\$17.25	\$17.60
17	\$17.08	\$17.25	\$17.60
18	\$17.08	\$17.25	\$17.60
19	\$17.08	\$17.25	\$17.60
20	\$17.34	\$17.51	\$17.86
21	\$17.34	\$17.51	\$17.86
22	\$17.34	\$17.51	\$17.86
23	\$17.34	\$17.51	\$17.86
24	\$17.34	\$17.51	\$17.86
25	\$17.34	\$17.51	\$17.86
26	\$17.56	\$17.74	\$18.09
27	\$17.56	\$17.74	\$18.09
28	\$17.56	\$17.74	\$18.09
29	\$17.79	\$17.97	\$18.33

ASSISTANT MECHANIC

Experience	FY 15	1.00%	2.00%
	July 2014	FY 16 July 2015	FY 17 July 2016
0	\$12.97	\$13.10	\$13.36
1	\$13.23	\$13.36	\$13.63
2	\$13.57	\$13.71	\$13.98
3	\$13.75	\$13.89	\$14.17
4	\$14.11	\$14.25	\$14.54
5	\$14.36	\$14.50	\$14.79
6	\$14.59	\$14.74	\$15.03
7	\$14.72	\$14.87	\$15.16
8	\$14.72	\$14.87	\$15.16
9	\$14.72	\$14.87	\$15.16
10	\$15.22	\$15.37	\$15.68
11	\$15.22	\$15.37	\$15.68
12	\$15.22	\$15.37	\$15.68
13	\$15.22	\$15.37	\$15.68
14	\$15.22	\$15.37	\$15.68
15	\$15.56	\$15.72	\$16.03
16	\$15.56	\$15.72	\$16.03
17	\$15.56	\$15.72	\$16.03
18	\$15.56	\$15.72	\$16.03
19	\$15.56	\$15.72	\$16.03
20	\$15.79	\$15.95	\$16.27
21	\$15.79	\$15.95	\$16.27
22	\$15.79	\$15.95	\$16.27
23	\$15.79	\$15.95	\$16.27
24	\$15.79	\$15.95	\$16.27
25	\$15.79	\$15.95	\$16.27
26	\$15.98	\$16.14	\$16.46
27	\$15.98	\$16.14	\$16.46
28	\$15.98	\$16.14	\$16.46
29	\$16.18	\$16.34	\$16.67

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MECHANIC

		1.00%	2.00%
	FY 15	FY 16	FY 17
	July	July	July
Experience	2014	2015	2016
0	\$11.65	\$11.77	\$12.00
1	\$11.84	\$11.96	\$12.20
2	\$12.13	\$12.25	\$12.50
3	\$12.26	\$12.38	\$12.63
4	\$12.57	\$12.70	\$12.95
5	\$12.80	\$12.93	\$13.19
6	\$13.01	\$13.14	\$13.40
7	\$13.12	\$13.25	\$13.52
8	\$13.12	\$13.25	\$13.52
9	\$13.12	\$13.25	\$13.52
10	\$13.60	\$13.74	\$14.01
11	\$13.60	\$13.74	\$14.01
12	\$13.60	\$13.74	\$14.01
13	\$13.60	\$13.74	\$14.01
14	\$13.60	\$13.74	\$14.01
15	\$13.92	\$14.06	\$14.34
16	\$13.92	\$14.06	\$14.34
17	\$13.92	\$14.06	\$14.34
18	\$13.92	\$14.06	\$14.34
19	\$13.92	\$14.06	\$14.34
20	\$14.13	\$14.27	\$14.56
21	\$14.13	\$14.27	\$14.56
22	\$14.13	\$14.27	\$14.56
23	\$14.13	\$14.27	\$14.56
24	\$14.13	\$14.27	\$14.56
25	\$14.13	\$14.27	\$14.56
26	\$14.30	\$14.44	\$14.73
27	\$14.30	\$14.44	\$14.73
28	\$14.30	\$14.44	\$14.73
29	\$14.48	\$14.62	\$14.92

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SECRETARY

		1.00%	2.00%
	FY 15	FY 16	FY 17
	July	July	July
Experience	2014	2015	2016
0	\$10.69	\$10.80	\$11.01
1	\$10.88	\$10.99	\$11.21
2	\$11.17	\$11.28	\$11.51
3	\$11.30	\$11.41	\$11.64
4	\$11.61	\$11.73	\$11.96
5	\$11.84	\$11.96	\$12.20
6	\$12.05	\$12.17	\$12.41
7	\$12.16	\$12.28	\$12.53
8	\$12.16	\$12.28	\$12.53
9	\$12.16	\$12.28	\$12.53
10	\$12.64	\$12.77	\$13.02
11	\$12.64	\$12.77	\$13.02
12	\$12.64	\$12.77	\$13.02
13	\$12.64	\$12.77	\$13.02
14	\$12.64	\$12.77	\$13.02
15	\$12.96	\$13.09	\$13.35
16	\$12.96	\$13.09	\$13.35
17	\$12.96	\$13.09	\$13.35
18	\$12.96	\$13.09	\$13.35
19	\$12.96	\$13.09	\$13.35
20	\$13.17	\$13.30	\$13.57
21	\$13.17	\$13.30	\$13.57
22	\$13.17	\$13.30	\$13.57
23	\$13.17	\$13.30	\$13.57
24	\$13.17	\$13.30	\$13.57
25	\$13.17	\$13.30	\$13.57
26	\$13.34	\$13.47	\$13.74
27	\$13.34	\$13.47	\$13.74
28	\$13.34	\$13.47	\$13.74
29	\$13.52	\$13.66	\$13.93

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Secretaries who work 210 days will receive a stipend of \$200.00 added to their yearly salary to be divided over 26 pays.

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Appendix B

Forms

EARNED COMPENSATORY TIME

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Name: _____ SS: _____

Pay Period Ending: _____

	Date:	Hours Earned	Description of Duty	Absent
Sun:	_____	_____	_____	_____
Mon:	_____	_____	_____	_____
Tues:	_____	_____	_____	_____
Weds:	_____	_____	_____	_____
Thurs:	_____	_____	_____	_____
Fri:	_____	_____	_____	_____
Sat:	_____	_____	_____	_____
Sun:	_____	_____	_____	_____
Mon:	_____	_____	_____	_____
Tues:	_____	_____	_____	_____
Weds:	_____	_____	_____	_____
Thurs:	_____	_____	_____	_____
Fri:	_____	_____	_____	_____
Sat:	_____	_____	_____	_____

PLEASE MARK ANY DAY DURING THIS PAY PERIOD YOU WERE OFF DUE TO USING APPROVED LEAVE, FOR EXAMPLE: SICK, PERSONAL, VACATION, COMP

Employee Signature

I hereby certify that the above named individual performed said duties beyond the normal work day, per my request:

Signature of Principal

Date

OFFICIAL GRIEVANCE FORM

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NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE OAPSE REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

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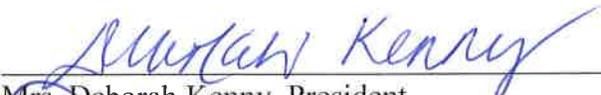
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Certification of Funds
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We, the undersigned, President of the Board, Superintendent and Treasurer of the Harrison Hills City School District, hereby certify that the moneys required to meet the obligations of the Board under the foregoing contract are available and will be lawfully appropriated for the term of this agreement. The School District has in effect for the remainder of the current fiscal year and for the next two succeeding fiscal years the authorization to levy taxes which will provide sufficient revenue to operate an adequate education program when combined with estimated revenue from all other sources available to the District at time of certification. The program requirement includes all of the days on the school calendar for the current fiscal year and a number of days in the following fiscal years equal to the number of days that instruction was held or is scheduled for the current year.

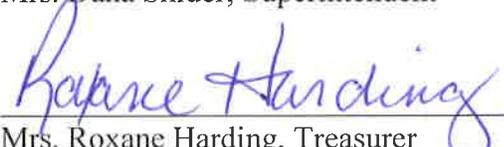


Mrs. Deborah Kenny, President

Date: 6/24/14



Mrs. Dana Snider, Superintendent



Mrs. Roxane Harding, Treasurer