



10-07-15
14-MED-04-0586
0217-02
K32587

MASTER AGREEMENT

BETWEEN THE

**HAMILTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL 151**

AUGUST 1, 2014 THROUGH JULY 31, 2017

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	STATEMENT	1
2	RECOGNITION AND OAPSE LOCAL 151	1
3	RECOGNITION OF BOARD OF EDUCATION	2
4	PROCEDURES FOR NEGOTIATIONS	3
5	GRIEVANCE PROCEDURES	4
6	HOURS OF WORK	7
7	OVERTIME	7
8	LEAVES	8
9	RETIREMENT PAY	11
10	ATTENDANCE AT CONFERENCES AND OTHER MEETINGS	11
11	ABSENCE DUE TO CALAMITY	11
12	PERSONAL LEAVE	12
13	JURY DUTY AND COURT SERVICES	13
14	WORKING CONDITIONS	13
15	EMPLOYEE SUBSTITUTE FOR ANOTHER EMPLOYEE	14
16	JOB PLACEMENT PROCEDURES	15
17	PERFORMANCE EVALUATION	20
18	PHYSICAL EXAMINATIONS	20
19	WORKERS' COMPENSATION	21
20	INSURANCE	26
21	HOLIDAYS	27
22	VACATION	28
23	SENIORITY LIST	29
24	SALARY SCHEDULE	29
25	REIMBURSEMENT	30
26	EMPLOYEE ASSISTANT COMMITTEE	30
27	JOB EVALUATION COMMITTEE	30
28	MISCELLANEOUS	31
29	TERM OF AGREEMENT	32

ARTICLE 1 STATEMENT

That the Board of Education of the City of Hamilton, Butler County, State of Ohio, recognizes and respects the rights of its employees to belong to and be represented by an organization of their choice.

“The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.”

ARTICLE 2 RECOGNITION OF OAPSE LOCAL 151

Hamilton City Board of Education hereby recognizes the Ohio Association of Public School Employees Local 151 as the exclusive bargaining agent of all full-time and regular part-time clerical employees, auxiliary service project clerks, and educational assistants for the purpose of establishing salaries, working hours, and other working conditions. The Secretary to the Superintendent, Secretary to the Treasurer, Executive Secretary to Associate Superintendent, Executive Secretary to Assistant Superintendent for Human Resources, Executive Secretary to Administrative Assistant for Business and Planning, Secretary to Administrative Assistant for Federal and State Programs, Secretary to Administrative Assistant for Instructional Resources, Test Coordinator and substitutes shall be excluded from the Bargaining Unit.

The Board agrees to deduct from or check-off on the wages of Union members for the payment of dues to the Union, upon presentation of a written authorization individually executed by any employee.

Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted, and forwarded by the Employer to the Union in the same manner, except that written authorization for deduction of fair share fees is not required.

Dues shall be collected in twenty-six (26) bi-weekly pays of that current year. The Board further agrees to submit to the OAPSE State Treasurer (bi-weekly), a list of those employees for whom payment is made, the amount deducted, and a copy of the list shall be submitted to the Local Treasurer.

The Union agrees to prescribe an internal procedure to determine a rebate, if any, for non-members, which conforms to federal law, provided a non-member makes a timely

demand on the Union. Annually, the Union shall determine and notify the non-member fair share payers of the amount of the fair share fee determined to be subject to advance rebate or reduction and the manner in which the non-member fair share fee payer may file an objection and, if desired, a challenge to the determination of such amount. Upon receipt of a written objection (and challenge, if filed) from a non-member fair share fee payer, the Union State Treasurer shall cause a check in the amount of the objection to be placed in an interest bearing account until such objection has been reviewed and processed through the State Employment Relations Board.

The Association agrees to indemnify and hold the Board of Education harmless and shall defend the Board of Education against any and all claims arising out of any action taken by the Board of Education in reliance upon the language contained in this Article.

ARTICLE 3 RECOGNITION OF BOARD OF EDUCATION

The Union agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this contract. It is agreed that these rights include, but are limited not to, the following which may be exercised by the board without any requirement to negotiate on the exercise of and/or effect on members of the bargaining unit during the term of this contract:

1. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
5. Suspend, discipline, non-renew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district;
8. Effectively manage the work force in all aspects;
9. Take action to carry out the mission of the school district;
10. Make the rules and regulations by which the students and employees of the Board will be governed.

**ARTICLE 4
PROCEDURES FOR NEGOTIATIONS**

A. Good Faith

Good faith requires both parties to recognize negotiations as a shared process. It involves willingness on the part of both parties to meet and confer with respect to the issue or issues involved. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons.

B. Directing Requests

1. The requesting party shall serve a Notice to Negotiate to the Board and a copy of the Notice and a copy of the current contract upon the State Employment Relations Board (SERB). Requests for the initial meeting should be submitted in writing to the Assistant Superintendent for Human Resources. An agreement will be reached within five working days of the receipt of such request as to the time and place of the meeting. This meeting shall occur within fifteen days after the request has been submitted unless both parties agree to an extension of this time.
2. All initial proposals shall be presented to the other party at the first meeting as a complete bargaining package. All subsequent proposals/counter-proposals shall be reduced to written comprehensive style.
3. Other items may be added to the agenda after the first meeting with mutual consent of both parties.

C. Meetings

1. Further meetings shall be scheduled by agreement of the parties involved.
2. Prior to the conclusion of any meeting, the parties shall agree on the agenda for the next scheduled meeting.
3. All meetings will be held in a mutually acceptable location and shall last for a maximum of three (3) hours in length. This time limit may be extended by mutual agreement.
4. Meetings shall be scheduled to interfere the least with school schedules. However, when necessary, members of the committee may be released from school duties without loss of pay to attend these meetings, when the Assistant Superintendent for Human Resources approves the absence.

D. Representation

The Board or its designated representatives, totaling no more than six, shall meet with OAPSE to negotiate.

Local 151, Ohio Association of Public School Employees, shall designate no more than six representatives, plus the President of the Local, to meet with the Board.

E. Assistance

Both parties may call upon assistance, limited to three people for either party at any one meeting, to assist in all negotiations. Each party may have one consultant participate in the actual negotiation. The expense of the consultants shall be borne by the party requesting them.

Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party a caucus period of no more than thirty (30) minutes, unless agreed upon by both parties.

F. Progress Reports

Periodic progress reports may be made to the public only by mutual agreement.

G. Information

The Board shall furnish the Local upon reasonable request all available information pertinent to the issues under negotiation.

H. Agreement

When tentative agreement is reached, it shall be reduced to writing and initialed by the bargaining teams. The tentative agreement shall be submitted to the Union and the Board of Education for ratification and if ratified by both parties, the representatives of the parties shall execute the Agreement.

I. Disagreement

In the event an impasse exists forty-five (45) days prior to the expiration of the contract, the parties agree to use the services of the Federal Mediation and Conciliation Services (FMCS). If the parties are not able to reach agreement on the re-openers, the employees have the right to strike under the provisions of Chapter 4117 of the Ohio Revised Code provided that the association gives a ten (10) day prior written notice of intent to strike to the Hamilton City School Board and the State Employment Relations Board.

ARTICLE 5 GRIEVANCE PROCEDURES

Any employee in the bargaining unit may use the grievance procedure. A grievance is defined as a dispute an employee or a group of employees may have with the Board relating to the interpretation, application or alleged violation of the express terms of this Agreement or the discipline or discharge of an employee. A grievance from a group of employees must have arisen out of identical factual circumstances affecting each member of said group to constitute a group grievance.

Employees or groups of employees have the right to present grievances and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as the Union has the opportunity to be present at the adjustment. An employee who has a grievance shall have the right to have another employee of his or her choosing present at the grievance hearing

at any step of the grievance procedure. The chosen employee may or may not be a representative of the Union. An employee or group of employees shall also have the right to have the Union's field representative present at any hearings held in the second through fourth steps. The Board representative in the second through fourth steps of the grievance procedure shall have the right to have other Board representatives present at any hearings. Additional persons may be asked to be present at any grievance hearing by mutual agreement between the employee or group of employees and the Board's representative directly involved at that step.

The word "days" when used in this Agreement shall mean work days unless specifically stated otherwise.

An earnest effort shall be made to adjust grievances promptly in the following manner and order:

STEP ONE: An employee with a grievance shall file the grievance in writing with his principal or immediate supervisor within thirty (30) days of the occurrence of the event giving rise to the grievance. Failure to file the grievance within said thirty-day period shall constitute a waiver of the right to file a grievance on the matter. The Supervisor shall respond in writing to the grievance within fourteen (14) days of the receipt of the written grievance or 14 days after the conclusion of a hearing if a hearing is requested.

STEP TWO: In the event the grievance is not satisfactorily resolved as a result of Step One, the employee may appeal the supervisor's decision within fourteen (14) days to the Assistant Superintendent for Human Resources, or in his absence, his designee, in writing. A written decision shall be communicated to the employee and the Superintendent as quickly as possible, but within a period not to exceed fourteen (14) days. If a hearing is requested, a hearing shall be held at a time mutually agreed to by the parties. The Assistant Superintendent, or, in his absence, his designee, shall communicate his decision to the employee and the Superintendent in writing within fourteen (14) days of the receipt of the written complaint or the conclusion of the hearing, whichever is later. A grievance may be initiated at Step 2 when the subject is not within the realm of responsibility or control of the immediate supervisor or Principal. A grievance must be filed in writing within the time limits specified in Step One.

STEP THREE: In the event that the grievance is not satisfactorily resolved at Step Two, the parties may submit the grievance to mediation by requesting from the Federal Mediation and Conciliation Service the service of a mediator. The mediator shall establish a date, and both parties will abide by his selection. The mediation hearing shall be informal, with no briefs, transcripts or formal rules of evidence. Each party shall present its case to the mediator, who shall attempt to mediate the grievance after hearing the facts from both parties. Any settlement reached through this process shall be non-precedent setting. If the parties cannot agree on any resolution, the mediator may provide an advisory opinion to the parties at the conclusion of the hearing. The advisory opinion may not be used as precedent or as evidence in an arbitration proceeding. The acceptance or rejection of the mediator's advisory opinion is voluntary for both parties.

STEP FOUR: If the grievance is not resolved at Step Three, it may be submitted to Arbitration by the Association within ten (10) days after the answer from the Superintendent or his/her designee (Step Three) has been received, subject to the following principles and procedures:

1. A wholly disinterested arbitrator will be selected from a list submitted to the Board and the Union by the American Arbitration Association or the Federal Mediation and Conciliation Service.
2. It is the duty of the arbitrator to hear both parties to the dispute, draw conclusions, and make recommendations to the parties which will be binding on all affected.
3. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and Appendices as exist from time to time, or any provisions therein, nor entertain jurisdiction of any subject not covered thereby. (Except to the extent necessary to determine his jurisdiction.)
4. All hearings will be held in Hamilton, Ohio, unless the Union and the Board mutually agree to another location.
5. The arbitrator will provide two (2) copies of his decision to each party within thirty (30) days after the closing of the hearings.
6. The compensation and expenses of the arbitrator shall be borne by the party whom the arbitrator found against.
7. The filing fee for arbitration shall be shared equally by the parties.

Every grievance hearing shall be held, whenever possible, at a time when there shall be no interruption in the school program. Whenever an employee and his representative shall be required by the Board to attend a hearing during the school day, the employee shall suffer no loss of pay due to his absence from his regular duties.

All steps and time limits specified in this Article are mandatory and the steps may be waived and the time limits extended only by mutual agreement.

Any grievance which has not been presented in the grievance procedure within the time limits for presentation of grievances, and any grievance which is not appealed to the next step of the grievance procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.

In the event the Union should choose to unilaterally withdraw the grievance arbitration requests without mutual agreement between the Board and the Union as to the resolution of the a grievance and the responsibility of any cost associated with the grievance, the Union shall be responsible for costs associated with the withdrawal of the grievance.

Any grievance, which is not answered by the Administration within the prescribed time, shall advance to the next step. The relief granted must be within the scope of the contract. If the relief granted is not issued within 10 days, any dispute shall proceed directly to the arbitration step upon the written demand of the Union or the Administration. It is hereby agreed that since this Agreement provides a procedure to process grievances, the Board, Union and employees are subject solely and exclusively to the grievance procedure of this Agreement.

ARTICLE 6 HOURS OF WORK

A. GENERAL

1. An eight (8) hour work day (which includes two (2) fifteen (15) minute breaks and a thirty (30) minute lunch) will be worked by each full-time employee in the Clerk/Secretary group; hours to be determined by the Superintendent of Schools.
2. All employees working six (6) or more hours per day are entitled to two (2) fifteen (15) minute breaks. Those employees working four (4) to six (6) hours will receive one (1) fifteen (15) minute break. Therefore, an eight (8) hour employee will be required to be at his/her work station seven and one-half (7-1/2) hours per day, except during the month of July and first week of August when he/she will be at the work station seven (7) hours per day. Specific hours and break times for July and the first week of August are to be set by the immediate supervisor in conjunction with the Business Manager.
3. All employees will receive a schedule for their breaks from their building supervisor within the first thirty (30) calendar days of the school year, subject to building needs and change based on staffing.

ARTICLE 7 OVERTIME

The Business Manager must approve all scheduled overtime for employees covered by this Agreement. Employees will receive over-time payments as prescribed by the United States Department of Labor and Fair Labor Standards Act when required by such statutes and regulations.

All time worked in excess of forty (40) hours in one week shall be paid at time and one-half (1 1/2) the hourly rate.

In lieu of paying overtime, an employee may opt to receive compensatory time off from work, under the following restrictions: (1) Compensatory time shall be at the rate of one and one-half (1 1/2) times the hours of overtime worked. (2) No employee shall have accrued more than sixty (60) hours of compensatory time (for forty (40) hours of overtime worked) at any given time. (3) Compensatory time must be taken within one (1) year (12-month period) of the time it was accrued. (4) The employee shall complete a Compensatory Time Request Form, which shall be attached to the payroll sheet to indicate compensatory time instead of overtime payment. Upon use of accrued compensatory time, the employee shall complete a Compensatory Time Use Form, which shall be submitted to the Treasurer's office. All compensatory time must be pre-approved by the employee's immediate supervisor prior to the compensatory time being taken by the employee.

**ARTICLE 8
LEAVES**

A. SICK LEAVE

1. All employees will be granted one and one-quarter (1-1/4) days of sick leave on the first of each month for the previous month's work providing the employee was in active work status on one (1) of the workdays of the previous month.

Unused sick leave shall accumulate up to 295 days.

All employees may be eligible to receive up to a total of five (5) days of advanced sick leave during the contract year (July 1-June 30) as follows:

- a) Upon first employment;
 - b) Upon prior approval of the Assistant Superintendent for Human Resources.
2. Any sick leave advanced to an employee must be repaid before any additional sick leave days are advanced.
 3. An employee may use sick leave credit in the amounts hereafter specified for absence due to personal illness, injury, pregnancy, quarantine, family illness, bereavement leave, and/or funeral leave.
 4. Sick leave accumulated prior to a leave of absence shall be credited upon return to employment.
 5. Employees shall submit a written signed statement of a form prescribed to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
 6. Paid emergency sick leave in excess of the limitations herein contained may be granted by the Superintendent of Schools upon providing proper justification for such use.
 7. In the event of the death of an employee, the employee's beneficiary will be paid the accumulated sick leave at the same ratio as listed under Article 10.
 8. If sick leave is exhausted, employees may use personal leave days and/or extra vacation time.

B. FAMILY ILLNESS

Within the school year, each employee with less than 1,250 hours within the preceding 12 months may use up to a total of fifty (50) days of his/her sick leave allowance or accumulation (under the first paragraph of this section), for illness of the employees spouse, parent, father-in-law, and mother-in-law (current), children, (grand, foster, step, immediate in-laws and/or exchange student), sister, brother, step-parents, grandparents, live-

in relative, immediate in-laws or person(s) living in the same household – limited to 10 days per year. Those employees who are subject to the Family and Medical Leave provisions may use this section for relatives included in this section who are not covered by the Family and Medical Leave provisions.

C. FAMILY AND MEDICAL LEAVE

All unpaid leaves of absence must be requested and approved in writing. Such requests shall be submitted to the Assistant Superintendent for Human Resources as soon as the employee becomes aware of the need for an unpaid leave of absence.

FMLA and qualifying sick leave shall run concurrent.

For employees who have been employed with the Board for at least 12 months and who have worked 1,250 or more hours in the 12 months preceding the leave, the following will apply. In cases of parental leave occurring within twelve months of the birth, adoption, or placement of a foster child, the employee shall be required to use all accumulated sick leave, vacation and personal days up to twelve (12) weeks. The Board will pay the Employer portion of health insurance during the first twelve (12) weeks of leave. In all cases of family/medical leave, the employee shall be required to use all accumulated sick leave days up to twelve (12) weeks. The Board will pay the Employer portion of health insurance during the first twelve (12) weeks of leave. Employees not returning from leave shall be required to repay the cost of insurance as provided by the Family Leave Act of 1993.

An employee on an approved unpaid leave of absence that extends beyond the twelve weeks, for which the family and medical leave act requires the employer to provide insurance, shall be permitted to purchase the insurance benefits in which she/he was enrolled at the start of the leave of absence. The monthly cost to the employee will equal the total of the employee and employer's monthly premium. Insurance premiums will be payable on or before the first of each month.

The provisions of the Family and Medical Leave Act of 1993 shall control the use of Intermittent or Reduced Leaves.

The Board may require certifications regarding Medical Family Leaves as set forth in the Family and Medical Leave Act of 1993.

All such requests shall be submitted in writing to the administrator designated by the Superintendent at least thirty (30) calendar days prior to the requested date of leave.

The employee's position will be held for the employee during the first six (6) months of leave. Employees returning from leaves of longer than six (6) months shall be assigned to the first available position which is comparable to the one which they held prior to leave if firm written notice is given of an intent to return to work prior to the termination date of the leave. The employee will receive the first available vacant position in the employee's classification, or a lower classification if the employee wishes. The employee may seek a promotion to a higher classification at the end of the leave if the employee is qualified and is physically able to perform the duties.

An employee returning from a leave resulting from the employee's own health condition shall be required to submit to a medical examination before returning from leave. The employee will be permitted to return to work if the examination indicates that the employee is able to perform all aspects of his/her job.

D. BEREAVEMENT LEAVE.

Employees who have a death in the immediate family may be granted an absence of three (3) consecutive work days within a seven (7) calendar day period with no deduction in pay. The counting of the seven (7) calendar days begins no later than two (2) days after the death. Holidays are not included in the seven (7) calendar day count. This absence shall not be charged against sick leave. The immediate family is interpreted to mean: father, mother, sister, brother, husband, wife, children, step-parent, step-child, father-in law, mother-in-law, sister-in-law, brother-in-law, grandparent-in-law, step-grandchildren, grandparents, grandchildren, or a person who has been living in the same household. If an employee needs more than three (3) days, he may be allowed to use unused sick days. This additional time is limited to five (5) days and is charged to the employee.

If a death of a member of the immediate family occurs in another city more than 500 miles from Hamilton (by Butler County AAA estimate), or if special circumstances warrant, an absence of no more than five (5) additional days consecutive work days within a seven (7) calendar day period may be allowed and charged against accumulated sick leave.

E. FUNERAL LEAVE.

Employees attending the funeral of a relative not in the immediate family and who had not been living in the same household shall be allowed absence for the day of the funeral with no deduction in pay, but charged against accumulated sick leave.

F. ASSAULT LEAVE.

An employee who is absent due to physical disability resulting from an assault upon said employee, which assault occurs on the Board premises or while in attendance at an official school function and in the course of said employee's employment, shall, subject to the approval of the superintendent, be granted up to 15 working days of assault leave. During such assault leave, said employee shall be maintained on full pay status.

Any assault leave granted by the Board under this article shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.

G. ATTENDANCE BONUS

Employees will be paid an additional amount at the end of the school year for not using sick leave in the event that no other unpaid days off are taken, according to the following schedule:

No sick days used during the school year - \$250.00
One-Two sick days used during the school year - \$175.00
Three sick days used during the school year - \$125.00

One (1) Sick Leave day used for funerals will not be counted.

School year shall be defined to be 7/1 - 6/30.

ARTICLE 9 RETIREMENT PAY

Upon retirement, all employees will be paid for unused sick leave at the following rate:

First 150 days at 1:4;
the remaining 135 days at 1:2 with an accumulation up to 285 total days.

Retirement pay will be issued after the Treasurer has received proof of retirement from SERS. In order to receive retirement pay the employee must be eligible for disability or service retirement as of the last day of pay status.

ARTICLE 10 ATTENDANCE AT CONFERENCES AND OTHER MEETINGS

The release of personnel to serve as an official delegate to the annual state OAPSE conference shall be limited to one (1) delegate for each one hundred (100) members or fraction thereof of the local and the local president. The number of days without loss of pay shall be limited to no more than three (3) days annually per delegate to perform official duties in connection with the delegate conference. This privilege shall be extended to any state office holder in the local OAPSE chapter. Notification of delegate status and intent to attend said meeting shall be presented to the Superintendent or his/her designee at least two (2) weeks prior to the meeting date.

ARTICLE 11 ABSENCE DUE TO CALAMITY

CALAMITY DAY

If it is impossible for the employees to work for the school district due to a weather calamity or other type of calamity as determined by the Superintendent, the employees are entitled to their regularly scheduled compensation for the first five (5) days each school year. Any days which school is closed for calamity/inclement weather beyond five (5) days, employees will not receive compensation unless those school days are subsequently made up by the Board. Additionally, employees may, with the written express permission of their direct supervisor, work alternative assignments or additional hours or days to make up calamity days beyond five (5) for which employees are not compensated. Permission will not be unreasonably withheld.

Any employee required to work by the Assistant Superintendent for Human Resources or the Business Manager shall be paid his or her hourly rate for the hours worked in addition to the regular rate of pay if the employee works during the first five (5) calamity days that school is closed each school year.

Any employee required to work after the first five (5) days of calamity shall receive straight time for those hours worked. Employees may utilize unused personal leave or vacation leave in order to receive compensation for calamity days beyond the first five (5) when school is closed and employees do not receive compensation.

In the event that the District delays the start of the school day due to inclement weather, the educational aides' work day will be delayed by the same time with no loss of pay. Secretaries and clerks shall report during regularly scheduled time.

All applicable employees shall communicate daily with their supervisor or the Business Manager and may be reassigned to another job location on a day-to day basis. All employees should report to their regular assignment at the normal time or as soon as it appears to be suitable for travel. Each employee is responsible to assess the condition of the streets and roads in their vicinity to determine when they are safe for travel.

All employees must complete a form in the Principal's Office on calamity days to indicate the arrival and departure time. If an employee arrives more than 2 hours late, a statement will be placed in the employee's file to indicate the time of arrival and weather conditions. An employee may place a statement in his/her file to explain or justify why it was not possible to arrive earlier.

ARTICLE 12 PERSONAL LEAVE

- A. Personal leave is authorized for urgent personal business that cannot be scheduled outside regular school hours.
- B. The Assistant Superintendent for Human Resources, or his designee, shall grant up to two (2) days personal leave yearly to all full time employees. Staff members employed half time shall be granted up to two (2) half-days personal leave.
- C. Personal Days shall be requested as follows:
 - 1. Written requests should be forwarded to the Assistant Superintendent for Human Resources at least forty-eight hours prior to such leave when possible.
- D. Personal leave shall be applied uniformly.
- E. A specific statement of reason is not required, however, personal leave may not be taken for recreation, shopping, seeking employment, other employment, pleasure trips, accompanying someone on a business or pleasure trip, extending a holiday or a vacation or other similar activities. Leaves may not be taken during the first two weeks and the last two weeks during school session without a specific reason and administrative approval.
- F. If personal leave is improperly used for any of the reasons listed in F(1), the individual may be suspended or terminated in accordance with Article 16 F. of this Agreement.
- G. Unused personal leave days shall be converted to sick leave days.

School year shall be defined to be 7/1 - 6/30.

ARTICLE 13 JURY DUTY AND COURT SERVICES

When an employee is called for jury service, he/she shall give his immediate supervisor proper notice and the Board will reimburse the employee his/her regular pay. His/Her per diem for court services shall be surrendered to the Treasurer of the Board of Education. It is the responsibility of the employee to collect for his/her court services.

Any employee who is seated for jury duty on a given day will not be required to report to work after being released from duty on that day. Any employee who has not been seated on a given day shall be required to report to work on that day.

When an employee is to serve as a witness in a court action, other than an action against the Board in which the Union is a party, he/she shall be given a leave of absence with pay for the time required for the court appearance. The employee shall pay any witness fees to the Board of Education.

ARTICLE 14 WORKING CONDITIONS

A. An employee shall not be held liable for loss by fire, theft, vandalism, burglary, or water unless due to his/her own negligence. (Does not include a finding by the Auditor's office or the Court.)

B. Any complaint directed toward any employee in the clerical/educational assistant group shall be discussed in private with the employee as soon as possible. If the matter is of a serious nature, and a written record is placed in the personnel file in the Human Resources Office, the employee must be informed of the content of the written record placed in the file. The Union President shall be notified.

If the Assistant Superintendent for Human Resources concludes that there was no basis for the complaint, then there shall be no record of the investigation or complaint in the employee's personnel file.

C. When a complaint is received against any employee and a written record of such complaint is to be placed in the employee's personnel file, the employee shall have the right to respond in writing to such complaint. The response shall be attached to the original complaint and placed in the employee's personnel file. No anonymous complaints or information will be placed in an employee's personnel file unless the complaint or information is substantiated.

D. Employees may inspect their personnel files during normal business hours in the office of the Assistant Superintendent for Human Resources. The Assistant Superintendent for Human Resources or his designee must be present while the file is being examined.

E. Provided that disciplinary information is not related to misconduct involving a student and/or staff member, disciplinary information pertaining to job performance shall be removed from an employee's personnel file upon request of

the employee, and deemed invalid after three (3) years of the occurrence of the cause of such information being placed in an employee's file, except suspensions of three (3) days or more will remain as part of the record. If additional record of cause for discipline occurs during the three-year period, all information shall be retained and remain valid until three (3) full years of satisfactory performance is past.

- F. Educational Assistants will be notified, in writing, where they are to report, at least one (1) week before the first day of school. The school year schedule shall be no less than 183 days. The workweek shall be standardized for five (5) days a week for educational assistants (beginning date, ending date, and vacation time for all educational assistants who are eligible shall be the same). Any educational assistant told not to report on a scheduled workday shall suffer no loss in pay for that day
- G. An employee may be assigned the duty of administering prescription medication to a student in the absence of a nurse provided the "Procedures for Administration of Prescription Medication by School Officials" as adopted by the Board of Education have been followed. An employee will not be required to administer prescription medication if the "Procedures" have not been followed. Under no circumstances will an employee be required to administer non-prescription medication.
- H. Administration of First Aid shall be limited to topical applications (ointments, band-aids, ice, etc.) as provided by the Board of Education in the clinic and authorized by a parent or guardian on the emergency form. In all cases where the nature of an illness or injury appears serious, the parents will be contacted if possible and instructions on the child's emergency form followed. An employee responding to a life-threatening situation (e.g. profuse bleeding, stop breathing, choking or shock) will be represented by the carrier of the Board Liability Insurance in the event of litigation arising from that response.

ARTICLE 15 EMPLOYEE SUBSTITUTE FOR ANOTHER EMPLOYEE

In the event a temporary vacancy occurs resulting from any approved leave and another employee is requested by the proper administrative authority to work in said vacant position, and performs a majority of functions and responsibilities for a period equal to at least one (1) working day, said substitute employee shall be paid at the rate of such position if such rate is higher than the regular rate paid the substitute employee. Once qualified, said higher rate shall be paid from the initial hour worked in a substitute capacity.

ARTICLE 16
JOB PLACEMENT PROCEDURES

- A. Probationary Period.
- a) The Probationary Period for Library Clerk, Auxiliary Services Clerk, Clerk, Data Application Specialist, Secretary II, Secretary I, and Bookkeeper classifications shall be one hundred eighty (180) work days. If the service of the probationary employee is unsatisfactory, she/he may be removed or reduced at any time during his/her probationary period. Probationary employees shall not receive credit for illness or other absence toward their original probationary period.
 - b) Educational Assistants and Special Education Assistants probationary period shall be one hundred eighty (180) workdays. Probationary employees shall not receive credit for illness or other absence toward their original probationary period.
 - c) In the event a permanent employee who has been promoted fails the Probationary Period, notification, including reason(s), shall be stated in writing and the employee will be returned to their former classification, or placed in an existing vacancy, if the employee qualifies, at the pay of the former classification.
- B. Temporary Appointments.
- 1. When a temporary appointment is made, the appointing authority may fill the vacancy for a period not to exceed sixty (60) working days unless otherwise stated in the specific terms of this Agreement. Successive appointment to the same position shall not be made, if there are qualified people within bargaining unit to bid.
 - 2. The President shall be informed of all temporary appointments.
- C. Promotion.
- 1. Vacancies in positions shall be filled insofar as practical by promotion. The Board of Education shall keep a record of efficiency for each employee in the classified service of the bargaining unit and for making promotions on the basis of merit.
 - 2. The Board shall certify to the Association the names of those employees who have successfully passed position qualification examinations. The Board must appoint one of the persons whose name is on the list
 - 3. A maximum of nine (9) points shall be given for seniority to be figured on the following basis: one (1) point for each year of the first four (4) years of service; five-tenths (5/10) of a point for each year thereafter up to a total of fourteen (14) years.

Promotions shall be defined as the movement from one pay grade to a higher pay grade. In the event that an applicant for any of the above positions is requesting a reduction in rank (demotion), the employee should not be required to take the promotional exam or be included as a promotional candidate.

A reduction in rank shall be defined as the movement from a higher pay grade to a lower pay grade.

In order for an individual to be included on the eligibility list, the person must score a minimum of 70%.

An employee changing classification and/or pay grades shall be placed at the same step in the new classification and/or pay grade.

In any vacancy, promotion or transfer, a member's performance evaluations conducted pursuant to Article 17 are a necessary part of the selection process. Merit promotions will have consideration over new hires.

D. Vacancies and Postings

1. Whenever the Superintendent or his/her designee determines that a vacancy exists, that vacancy shall be posted for a minimum of five (5) days on the District's website and an e-mail of the posting shall be provided to the Union President and/or designee.
2. A vacancy shall be defined as any opening of a position within the bargaining unit vacated by death, resignation, termination, retirement, leave of absence, transfer or any newly created position within the bargaining unit, and determined to exist by the Superintendent or his/her designee. The Local president shall be notified of any positions eliminated or any reclassifications.
3. Each posting shall contain the qualifications for the position, the hours, the pay range, the time of shift, and the number of months, and location. If there is a change in the aforementioned items of a position already posted, the position will be re-posted.
4. Employees may bid on a vacancy by applying for the vacant position within the posting period as defined in Paragraph 1 of this section, or within seven (7) days of the posting of the notice on the District website during the summer months. Such bid, in writing, shall be submitted to the Assistant Superintendent for Human Resources.

E. Transfers

1. Employer initiated transfers

- a) If the Board elects to reassign a member of the bargaining unit to a different position it may do so provided the employee is given the written reason for the involuntary reassignment. The reassignment pursuant to this provision shall not result in a reduction in pay or hours.

2. Employee initiated transfer

- a) An employee wishing to transfer to another job within his/her classification will file a written bid request for the opening within the posting period. All of these applicants shall receive an interview for the open position. This request should be filed with the Assistant Superintendent for Human Resources.
 - b)
 - 1) The posted position shall be awarded to the most qualified person bidding on the job opening within the classification and is acceptable to the principal or other administrator at the building where the vacancy exists.
 - 2) If no one from within the classification of the vacancy bids on the position, then bids of members of the bargaining unit not working in the job classification will be considered, along with all other applicants for the position, with the Superintendent or designee making the final decision on the appointment. Should this result in a promotion, Section C will be followed.
 - 3) If no one from the bargaining unit bids on the position, then all other applicants outside the bargaining unit will be considered with the Superintendent or designee making the final decision on the appointment. All outside applicants are subject to the testing requirements in Section C.
 - c) An employee who has received a transfer is not eligible for another transfer for 120 working days, unless there are sufficient reasons, and approved by the Assistant Superintendent for Human Resources. Each case may be discussed in the presence of an O.A.P.S.E. representative.

F. Demotion, Discipline and/or Termination

- 1. Permanent employees may be disciplined, suspended, or discharged only for just cause. "Just Cause" is defined as incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of public or others, excessive absenteeism, neglect of duty, violation of rule(s) and/or regulation(s), failure of good behavior, or any other act of misfeasance, malfeasance or non-feasance.
- 2. Any employee to be disciplined, suspended, or discharged shall be given written notice of the specified reasons for such action. A notice of a pre-disciplinary hearing will be given to the employee at least twenty-four (24) hours prior to such hearing. The employee will be notified of his/her right to union representation, and a copy of this notice will be provided to the Union President twenty-four (24) hours prior to the hearing.

3. Standards of progressive discipline shall be applied in normal circumstances in the administering of employee correction. The immediate supervisor will administer the first step of the standards and the Assistant Superintendent for Human Resources will administer the second through fourth steps. If the infraction is of a severe nature, any or all of these steps may be waived. These standards are:
 - a) Written reprimand
 - b) One-day suspension without pay
 - c) Three-day suspension without pay
 - d) Termination of employment
4. The employee shall have the right to have a witness of their choice present at any discussion(s) that may have a negative effect on the employee's continued employment.

G. Seniority, Lay Off and Recall

1. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education, as computed from the latest date of hire. In the case of identical seniority, the individual with the earliest date of birth shall be considered the more senior. If identical seniority still remains, the Administration and the Association shall meet to determine a fair and equitable means of deciding which employee shall be laid off first.
2. Breaks in continuous service due to Board approved unpaid leaves other than 12 week leaves under the Family and Medical Leave Act, shall constitute a break in continuous service, and shall cause an adjustment in the initial date of employment of the employee. It is understood that an employee who is rehired or reinstated has a new effective date of employment for the purposes of seniority and seniority-determined benefits.
3. If it becomes necessary to reduce the number of clerical employees/educational assistants as a result of lack of work, funds, or to derive greater efficiency, lack of students, the administration will follow the following procedure: Seniority shall prevail and bumping rights shall be in accordance with this section.
4. In lay offs, seniority shall prevail and lay offs shall be by classification. A lay off list shall be established by classification.
5. If a lay off is necessary in a classification, employees in the classification shall have the right to bump the less senior (closer to his/her hours) in his/her classification series or a lower classification within the series. In order to bump within a classification series, the more senior employee must have had experience in the lower classification series within the last five years. The employee(s) with the least seniority in the classification will be laid off by the Board of Education.

6. All persons with less than a permanent appointment shall be laid off first.
7. Permanent employees still on probation shall be laid off next in inverse order of their seniority.
8. When a lay off condition exists, new applicants will not be considered for employment until the last qualified employee has been recalled to work. Laid off employees shall have first consideration for work on a substitute basis. When re-employed, the employee receives seniority as of the date hired on a regular continuous basis by the Board of Education. Time lost due to layoff shall not be considered as a break in seniority if the employee reports to Board employment within two weeks of the notice of recall by the Board of Education.
9. If an employee is the least senior employee in an entire classification series, that employee may return to a formerly held classification, provided that employee worked in that classification no more than five (5) years ago; that employee currently possesses the minimum requirements for that classification; and that the employee has more seniority than the least senior employee in the classification to which they are returning to. An employee removed from a former classification for disciplinary action is not eligible to return to the former classification within one (1) year of the disciplinary action.
10. Laid off employees shall be placed on a recall list, by classification(s), in order of seniority, with the right of recall for two (2) years. As vacancies occur, those jobs will be offered to the senior employee remaining on the list. Each employee shall be given the right of refusal one time before being removed from this list. Declining work not similar in pay and duties to the job, which an employee is laid off from, shall not be considered a refusal. Such time on lay off shall not be counted towards experience credit in respect to the salary schedule. It shall be the responsibility of the employee to notify the Board of Education of changes of address, phone number, etc.
11. Classifications for the purpose of layoffs and recalls shall be as follows:

ACCOUNTING DEPARTMENT

Financial Specialist
Bookkeeper

SECRETARIAL DEPARTMENT

Secretary I
Secretary II
Data Application Specialist
Clerk I
Auxiliary Services Clerks
Library Clerk

ASSISTANTS

Educational Assistants/Special Education Assistants

H. Merit Examination Committee.

The Board and the Association shall form a joint committee to develop a process for the creation of merit based exams for all bargaining unit positions covered under the agreement. The committee shall consist of six (6) people. Three (3) appointed by the Board and three (3) appointed by the Association President. The committee will make decisions regarding vendors or testing agencies and establish the procedures to be utilized in merit examinations. During the course of this process, the civil service guidelines shall remain in effect. The deadline for the examination committee's completion of their work shall be December 31, 2015. The Board and/or the Association may also have their Labor Consultants present at committee meetings.

**ARTICLE 17
PERFORMANCE EVALUATION**

- A. An accurate job description will be developed for each position to facilitate the performance evaluation of each employee.
- B. A procedure will be developed which delineates who is responsible for conducting the evaluation, the time frame and an instrument or form to be used.
- C. Employees will be evaluated annually with the results to become part of the employee's personnel record after they have an opportunity to review the form.
 - 1. In the event that an evaluatee does not agree with the results, they will have an opportunity to submit evidence that describes their disagreement.
- D. The employee's supervisor will have the prerogative to conduct supplemental evaluations at any point in time.
- E. In all situations, the employee will receive a copy of evaluation reports.

**ARTICLE 18
PHYSICAL EXAMINATIONS**

Every employee of the Board is required to satisfactorily pass a health examination as prescribed by the school physician before being hired or upon return from a leave of absence, or whenever in the opinion of the school physician an employee is required to submit to a health examination. The employee shall do so as provided in Section 3313.71 of the Ohio Revised Code.

All expenses incurred as a result of the health examination requirement shall be borne by the Board.

The Board will make every effort to have the medical facility of the Board and of the City available to all employees for such required examinations.

In the case of a question on the health of an employee, the employee may ask for and receive consultation between his private physician and the school physician. If they are

unable to reach a decision, a third physician (agreeable to both parties) shall be consulted and his decision shall be binding on both parties. The expense of the consultant fee shall be borne by the Board.

ARTICLE 19 WORKERS' COMPENSATION

- A. Workers' Compensation - Ohio Law provides: That every person in the service of a school district who receives any injury in the course of or arising out of his/her employment is protected by the provisions of the Workers' Compensation Law (Revised Code Section 4123.01).
- B. The Board's responsibility for policy in this matter is largely to make certain that all employees receive information on the availability of Compensation benefits and that they know the procedure to be followed for application for compensation. The employee shall have an option of submitting a claim under Workers' Compensation or using unused sick leave when an injury occurs as a result of his/her employment with the school district.
- C. Members shall suffer no loss in pay to attend Workers' Compensation hearings scheduled during working hours if out of personal leave.
- D. If allowed by the Industrial Commission, this provision shall be in effect:
 - 1. In the event of a work connected occupational illness or injury, as determined by the Industrial Commission, the member shall have the option of taking a charge against sick leave accumulation of the affected member only to the extent necessary to provide the member with full pay, so that when the member is receiving Workers' Compensation benefits, the member will only be charged on a pro-rata basis, the difference in pay between the Workers' Compensation benefits and the member's regular compensation. This option may be exercised by the member presenting the check received from the Bureau of Workers' Compensation to the Treasurer of the Hamilton City School District. Otherwise, the member will receive Workers' Compensation benefits only, without remuneration from or reduction of sick leave benefits.
 - 2. Any member absent from work because of any work connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of the member's application to return to work. The member is required to file such application immediately upon the determination by the Industrial Commission physician that he/she is able to return to work. Failure to make such application at that time will be grounds for termination of employment.
- E. An "employee accident report" shall be completed and submitted to the member's supervisor within two (2) workdays after an employee sustains an on-the-job injury. If the injury occurs just before a holiday or vacation period, the supervisor will be notified within seventy-two (72) hours, and paperwork submitted within two (2) workdays after returning.

F. Continuation of Pay

An employee who suffers a compensable Workers' Compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers' compensation (BWC). This continuation of pay policy is designed to cover injury employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This policy also includes assault injuries which would be covered by the BWC and consolidates prior policies and provisions on the subject. The policy does not affect or replace the employee's need to file claims with the BWC for medical treatment.

The goal of this policy is to return the employee to employment with the District safely and at the earliest possible time following a work injury while positively impacting the BWC premium for workers' compensation coverage.

Continuation of Pay (COP). COP is recommended to expedite payment, eliminate hardship to injured employees, and effectively manage lost time claim costs.

Definition. COP is the continuation of fully hourly wages and benefits.

Continuation of Pay is not payable unless the employee makes a Workers' Compensation claim, it is certified by the District, and the employee has provided all necessary documentation to include any and all district injury report forms. The BWC First Report of Injury (FROI), medical releases, MCO forms, third-party administrator forms and any other related records required by the risk manager or supervisor. The risk manager shall be the approval authority for all COP. COP shall only be approved if it is fiscally responsible for the District by positively impacting the District's BWC premiums.

Continuation of Pay payments are computed on the basis of the employee's base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment prorated. Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.

An employee continues to accrue sick and vacation leave while on Continuation of Pay if they would have otherwise accrued such leaves. An employee would not otherwise accrue such leaves shall not accrue leaves under this policy.

Increments of COP must be approved by the risk manager, in his discretion and when it is fiscally responsible for the District by having a positive impact on BWC reserves and premiums, and no one increment may exceed four (4) weeks. COP cannot exceed twelve (12) calendar weeks for any one claim over the lifetime of that claim. If the employee has not returned to work within the twelve (12) week period and has not reached maximum medical improvement, he may then receive benefits from the BWC or use any available sick leave.

Payments are made only for periods the employee would have been eligible for temporary total Workers' Compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Worker's Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement.

A return to work does not eliminate eligibility for the balance of Continuation of Pay in the future if a medically documented flair-up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.

An injured employee receiving Continuation of Pay cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, injury leave, vacation, supplemental contract pay etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.

Continuation of Pay may be paid for medical appointments documented under an approved transitional duty program and approved by the risk manager.

Time authorized under Continuation of Pay is an FMLA qualifying event. The leave form should be marked accordingly giving appropriate notice to the employee.

To be eligible for COP:

- ! The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. Currently, the date of injury must occur during the most recent four, full calendar years or during the current calendar year.
- ! The employee must be totally disabled from all employment and must miss more than seven (7) calendar days; or, qualify for continuation of pay under the transitional duty policy with reimbursement for documented medical appointments or gradual return to work program.
- ! An employee is not paid continuation of pay for the first seven (7) days until after fourteen (14) consecutive days of total disability as determined by the

bureau of workers' compensation, except as the transitional duty policy may apply.

- ! The claim must be certified by the District, if a claim is rejected by the District, but allowed by the BWC or the Industrial Commission, Continuation of Pay is paid retroactively, provided it is advantageous to the District's BWC premium and provided the provisions of this policy are fulfilled. An employee may use sick, vacation, or personal time pending a decision on allowance. This time is reimbursed to the employee hour for hour upon allowance by the BWC or the Industrial Commission.
- ! Appropriate medical documentation, the District injury report form, medical releases, the FROI, any Managed Care Organization (MCO) forms, and any Third-Party Administrator (TPA) form are provided as determined by the risk manager.
- ! The employee must cooperate at all times in meeting with and in responding to information requests of the MCO, BWC, the risk manager, and health providers.

G. Transitional duty

Transitional duty is designed to allow an employee to safely return to work with temporary physical limitations and resections which may prevent the employee from performing all of his or her assigned duties.

Transitional duty applies only to work-related Workers' Compensation injuries or illnesses and is not to be considered as an official position or job. Transitional duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

Transitional duty is applicable only when it is deemed medically reasonable that full recovery is expected to occur within twelve (12) weeks. Transitional duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

To be eligible for transitional duty, an employee must complete all related injury investigation forms, First Report of Injury (FROI) forms, medical releases, and any other documents required by the physician, the Managed Care Organization (MCO), the employer, and the third-party administrator.

Transitional duty is implemented upon the availability of transitional duty by the employer. The risk manager shall be the approval authority for all transitional duty full, regular wages are paid during transitional duty.

Transitional duty can be less than full time with continuation of pay paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentation.

Continuation of Pay is not payable for medical appointments once the employee is released to full duty, has exhausted all available Continuation of Pay, or their limitations and restrictions do not prevent the employee from performing the essential duties of their position.

An employee on transitional duty who has exhausted all available Continuation of Pay may elect to use available paid leave or leave without pay, or file for Worker's Compensation benefits.

An employee cannot work a second job within or outside of the District and work transitional duty unless approved by the risk manager.

The goal of transitional duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department/classification.

If an employee is offered transitional duty and refuses a transitional duty offer within his or her medical limitations, the employee cannot elect Continuation of Pay. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid transitional duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a transitional duty offer that is within the medical limitations.

An employee may elect to use sick leave, vacation leave, or personal leave time if the employee refuses transitional duty. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A transitional duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee. If hand delivering the offer, be sure to obtain the injured worker's signature and date received on the employer's copy.

Time spent in transitional duty is considered time worked for employees still in their probationary period.

To remain eligible for this program, the employee must cooperate with, meet when reasonably requested, and respond to information requests from the

Managed Care Organization (MCO), Third-Party Administrator (TPA), risk manager, health providers, and his/her supervisor.

ARTICLE 20 INSURANCE

The Hamilton City School District is a member of the Butler County Health Plan.

Medical, dental, vision and life insurance shall be provided to each employee who is assigned to work twenty (20) hours or more per week.

Any new employee must complete the necessary insurance forms in the Treasurer's Office by the 15th of the month if the medical insurance and life insurance is to become effective by the 1st of the following month. All insurance forms must be submitted within thirty (30) days of the date of employment or the only opportunity to enroll will be during the annual open enrollment period.

A. MEDICAL INSURANCE

Medical insurance paid by the coverage is as follows:

1. The Board shall contribute 85% of the monthly premium, toward monthly single and family plan coverage's provided through Butler County Health Plan.
2. In the event that an employee and his/her spouse are both employed by the Hamilton City School District, and further, that both employees are eligible to receive insurance benefits, those employees are limited to two single plans or one family plan, unless specifically stated otherwise.

B. DENTAL INSURANCE

The Board of Education shall contribute 85% of the monthly premium for dental insurance toward monthly single and family plan coverage's provided through Butler County Health Plan.

In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees may opt to receive two (2) single plans or one family plan.

C. VISION INSURANCE

The Board of Education shall contribute 85% of the monthly premium for vision insurance toward monthly single and family plan coverage.

In the event that a professional employee and his/her spouse are both employed by the Hamilton City School District and, further, that both employees are eligible to receive insurance benefits, those employees may opt to receive two (2) single plans.

D. BONUS

Each year, employees not wishing to participate in the Medical, Dental, and/or Vision insurance will receive a \$500.00 lump-sum payment. Once an employee has determined his/her insurance status, no change can be made for the balance of the plan year except due to a change in family status or employment status of the employee or the employee's spouse.

1. Those employees that elect the \$500.00 bonus will not be eligible to sign-up for a Medical, Dental, and/or Vision Plan until the sign-up period, which shall occur once each year (November 1-30), with the lump-sum payment of \$500.00 to be paid by the end of January.
2. An employee and his/her spouse who are both employed by the Hamilton City School District and are eligible for insurance benefits, shall be eligible for the bonus if one employee elects family coverage and the second employee elects no insurance as stated above.

E. LIFE INSURANCE

The Board of Education shall provide group life insurance and accidental, death, dismemberment coverage in the amount of in the amount of two (2) times the member's annual salary (rounded to next \$1,000.00) or a \$30,000.00 whichever is greater, plus equal an amount of accidental death and dismemberment coverage. The member must complete the pertinent application (Treasurer's Office) by the 15th of the month preceding the effective date of the insurance 15th of next following month.

**ARTICLE 21
HOLIDAYS**

All employees within the bargaining unit shall be granted the following holidays with pay, provided these holidays fall within the employees' contract work period and the employee is in active pay status the day before or the day after the holiday:

New Year's Eve Day	New Year's Day
Martin Luther King Day	President's Day*
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	The day after Thanksgiving
Christmas Eve Day	Christmas Day.

* If President's Day is not included in the school calendar this day will not be a holiday.

Any of the enumerated holidays that fall on Saturday shall be observed on Friday, and those falling on Sunday shall be observed on Monday.

If Good Friday is during Spring Break, Easter Monday shall be a paid holiday.

Those employees who have been deemed essential by the Administrative Assistant for Business and Planning, or by the Treasurer for employees in his/her office, shall be paid double time for working holidays. Employees required to work on the holidays of New

Year's Eve Day, New Year's Day, Christmas Eve Day, and Christmas Day shall be paid triple time. Any additional holiday granted shall be credited to all employees of this group, even though the employee may be on vacation, if it falls within their work year.

ARTICLE 22 VACATION

All vacations are to be taken during the period of July 1 through June 30 and scheduled when school is not in session when possible. Employees must be in continuous service with the Hamilton Board of Education for a minimum of one year to be eligible for vacation. Each employee is responsible for scheduling vacation and receiving prior approval for vacation requests. Employees are to consider job responsibilities when planning vacations. Approval may be denied based upon the needs of the District. All vacations earned as of the 1st of July must be taken prior to the 30th of June of the next year. All vacation will be granted as of June 30th. If an individual has been employed less than one (1) contract year as of June 30, he will be granted a prorated amount of vacation (based on the number of days worked from the date of appointment through June 30) which is to be taken after their anniversary date.

When job responsibilities prevent an employee from taking earned vacation, all or part of such vacation may be carried over to the next year or be paid in salary with the approval of the Administrative Assistant for Business and Planning.

In the event of termination or discharge, the employee will be paid for earned vacation as stated in the schedule below, but the employee must have been employed for at least one consecutive year.

In the event of death, the employee's estate will be paid the remaining balance of earned vacation for a period not to exceed the preceding two years.

NINE, TEN, ELEVEN, AND TWELVE-MONTH CLERICAL EMPLOYEES (Including Educational Assistants):

All nine, ten, and eleven-month employees shall take their earned vacation during the winter and spring vacations. Any remaining earned vacation granted to nine and ten-month employees will be paid in lieu of time off. This compensation will be paid with the first pay in July. In extenuating circumstances, an employee may receive paid vacation if approved by the Administrative Assistant for Business and Planning.

The following scale will be used for vacation.

<u># of years worked:</u>	<u>1-5</u>	<u>6-9</u>	<u>10-13</u>	<u>14-17</u>	<u>18-21</u>	<u>22+</u>
9 month employees	8	10	12	14	16	18
10 month employees	9	11	13	15	17	19
11 month employees	10	13	16	19	22	25
12 month employees	11	14	17	20	23	26

** Persons employed after August 27, 1991 and who are employed for less than twelve months per year shall not be eligible to receive vacation time or pay.

ARTICLE 23 SENIORITY LIST

Information provided to Union by the Board will include a seniority list of names and addresses of employees eligible for the bargaining unit setting forth the job classifications and work locations to which each new employee is assigned. Such list will be made available every month.

The Board will supply the Union with the name, address, hire date, hourly rate, step, standard weekly hours, class title, within one (1) week after Board action to employ.

The Board will allow the Union access and usage of Board buildings to hold meetings without cost, shall have the right to use Board buildings prior to or at the conclusion of the employee workday, to use school mail to share Union information with members, and use of the following District equipment: copy machines (the Union will provide their own paper), computers/email, telephones, fax machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use.

Employees released from duty at the request of the Board or as a Union Representative shall not be charged Union leave.

Directory: The Union President shall receive a directory of all personnel in the District complete with address.

ARTICLE 24 SALARY SCHEDULE

The Salary Schedule attached hereto is made a part of this Agreement. (See Appendix A.)

In the event that a collective bargaining agreement is ratified at a time after the effective date of the collective bargaining agreement and the Board and OAPSE agree to retroactive pay, only those employees employed during this interim period of time who have actually worked and have retired for SERS retirement purposes and have processed their retirement through SERS, shall receive retroactive pay between the effective date of the contract and their last day worked. Such employee shall also have their final average salary recalculated and receive any additional severance pay as a result of the recalculation of their last year's current salary. In the event an employee works during this interim period but resigns for any other purpose other than retirement through SERS, those previous and former employees shall not receive any salary compensation.

Note to 9, 10, and 11-month employees: Pay will be pro-rated over twenty-six (26) pays. Nine, ten, and eleven-month annual salaries may be rounded to multiples of 26 to prevent fractional pennies in bi-weekly pays. Starting and ending dates shall be determined by applicable work calendars.

Salary earned during the first five (5) days of employment will be withheld from all new employees. Upon retirement, resignation, or termination, the employee is entitled to the hours of pay withheld computed at the salary rate in effect at that time.

Employees working a typical workweek schedule will be paid by the hour as opposed to a bi-weekly amount.

All paychecks shall be direct deposit.

**ARTICLE 25
REIMBURSEMENT**

The Board will reimburse the employee for listed, job-related expenses in accordance with the following stipulations. All expenses are subject to the prior approval by the Administrative Assistant for Business and Planning and will be reimbursed as follows:

- A. Tuition costs up to an amount approved by Administrative Assistant of Business and Planning upon successful completion of course with a grade of "C" in a graded course or "Pass" in a Pass/Fail course.
- B. Workshop and related fees up to an amount approved by the Administrative Assistant for Business and Planning.

**ARTICLE 26
EMPLOYEE ASSISTANCE PROGRAM**

- A. The Board of Education will provide, at no cost to the employee, a comprehensive full-service employee assistance program.
- B. This program will provide confidential, professional consultation and assessment/referral services to an employee whose job performance is or may be adversely affected by alcoholism, emotional problems, family discord, drug dependence, stress, financial or legal trouble, or other personal problems.
- C. An employee referred to the Employee Assistance Program by the employer shall be required to attend at least two (2) counseling sessions.
- D. The existence of and/or participation of an employee in the EAP will not prevent discipline and/or termination of the employee for acts of misconduct whether or not related to the existence of a problem for which the employee is utilizing the EAP.

**ARTICLE 27
JOB EVALUATION COMMITTEE**

A Job Evaluation committee will be established as needed to evaluate existing positions and make recommendations to the Superintendent with respect to its findings. The Committee will consist of three (3) Union and three (3) Administration representatives.

- A. Recommendations, if any, of the Committee shall be submitted to the Superintendent or his/her designee.
- B. Action on Committee recommendations will occur ninety (90) days from the submission of said recommendations.

**ARTICLE 28
MISCELLANEOUS**

A. Savings Clause

Should any provisions of this agreement be found to be in violation of any Federal, State, or Municipal Law, Civil Services Rules and Regulations or Order by Court of Competent Jurisdiction, or Federal or State Administrative Ruling, all other provisions shall remain in full force and effect for the duration of this policy. Any provision in this agreement found to be in violation will be discussed and resolved by a meeting of the Assistant Superintendent for Human Resources and OAPSE, Local 151.

B. This collective bargaining agreement supersedes and cancels all previous agreements, commitments and policies applicable to employees represented by the Union, whether verbal or written or based upon past practices, and constitutes the entire agreement between the parties hereto and the employees represented by the Union.

C. Complete Agreement

This agreement represents the entire agreement between the Board and the Association.

D. Closure

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

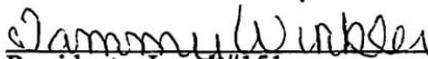
ARTICLE 29

TERM OF AGREEMENT

In witness thereof, the parties hereto have set their hand this 10th day of March, 2015.

REPRESENTATIVES FOR CLERICAL
EMPLOYEES, LOCAL #151 OF
THE OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES:

REPRESENTATIVES FOR THE
HAMILTON CITY SCHOOL
DISTRICT:



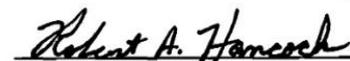
President - Local #151



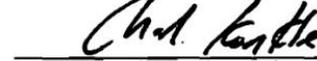
Bargaining Team Member



Board President



Board Treasurer



Assistant Superintendent for
Human Resources

Wages and Insurance

- The Board proposes to maintain current language on all insurance items.
- All employees shall resume step movement retroactive to August 1, 2014.
- 2014-2015: 4% base increase retroactive to August 1, 2014. Retroactive pay shall be within sixty (60) days of Board ratification
- 2015-2016: Salary step increase and 3.5% bas increase
- 2016-2017: Salary step increase and 3% base increase
- Step 20 shall be added to the salary schedule at a \$.25 increment above Step 17

**Hamilton City School District
Hourly Wage Schedule
OAPSE #151 - Clerical
Effective August 1, 2014**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 14	Step 17	Step 20
Secretary to High School Principal	14.32	14.75	15.12	15.56	16.00	16.41	16.78	17.21	17.65	18.06	18.34	18.60	18.85
Secretary to Department Head	13.97	14.32	14.70	15.11	15.53	15.94	16.34	16.72	17.13	17.59	17.84	18.09	18.34
Secretary to Junior High Principal	13.97	14.32	14.70	15.11	15.53	15.94	16.34	16.72	17.13	17.59	17.84	18.09	18.34
Secretary to Asst. H. S. Principal	13.30	13.75	14.07	14.45	14.83	15.24	15.64	16.06	16.46	16.89	17.12	17.42	17.67
Evaluation Secretary	13.30	13.75	14.07	14.45	14.83	15.24	15.64	16.06	16.46	16.89	17.12	17.42	17.67
Secretary to Elementary Principal	13.69	14.07	14.45	14.83	15.24	15.62	16.06	16.45	16.89	17.22	17.47	17.74	17.99
Data Application Specialist	13.69	14.07	14.45	14.83	15.24	15.62	16.06	16.45	16.89	17.22	17.47	17.74	17.99
Fiscal Specialist	18.10	18.58	19.04	19.54	20.05	20.53	21.02	21.47	21.93	22.44	22.69	23.02	23.27
Bookkeeper	15.85	16.28	16.68	17.12	17.57	17.98	18.41	18.80	19.21	19.66	19.88	20.17	20.42
Clerk I	12.96	13.33	13.71	14.08	14.45	14.84	15.23	15.62	16.04	16.44	16.68	16.96	17.21
Auxiliary Service Clerk	12.96	13.33	13.71	14.08	14.45	14.84	15.23	15.62	16.04	16.44	16.68	16.96	17.21
Library Clerk	12.96	13.33	13.71	14.08	14.45	14.84	15.23	15.62	16.04	16.44	16.68	16.96	17.21
Educational Assistant	11.53	12.12	12.63	13.20	13.77	14.30	14.90	15.28	15.62	16.04	16.28	16.56	16.81
Secondary Educational Assistant													

An employee who is required to work a regular shift ending between 6:00 p.m. and 12:00 A.M. (midnight) shall receive an additional \$.20 per hour worked.

Salary Schedule is effective August 1, 2014

Salary Schedule reflects a 4% increase.

**Hamilton City School District
Hourly Wage Schedule
OAPSE #151 - Clerical
Effective August 1, 2015**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 14	Step 17	Step 20
Secretary to High School Principal	14.82	15.27	15.65	16.10	16.56	16.98	17.37	17.81	18.27	18.69	18.98	19.25	19.51
Secretary to Department Head	14.46	14.82	15.21	15.64	16.07	16.50	16.91	17.31	17.73	18.21	18.46	18.72	18.98
Secretary to Junior High Principal	14.46	14.82	15.21	15.64	16.07	16.50	16.91	17.31	17.73	18.21	18.46	18.72	18.98
Secretary to Asst. H. S. Principal	13.77	14.23	14.56	14.96	15.35	15.77	16.19	16.62	17.04	17.48	17.72	18.03	18.29
Evaluation Secretary	13.77	14.23	14.56	14.96	15.35	15.77	16.19	16.62	17.04	17.48	17.72	18.03	18.29
Secretary to Elementary Principal	14.17	14.56	14.96	15.35	15.77	16.17	16.62	17.03	17.48	17.82	18.08	18.36	18.62
Data Application Specialist	14.17	14.56	14.96	15.35	15.77	16.17	16.62	17.03	17.48	17.82	18.08	18.36	18.62
Fiscal Specialist	18.73	19.23	19.71	20.22	20.75	21.25	21.76	22.22	22.70	23.23	23.48	23.83	24.08
Bookkeeper	16.40	16.85	17.26	17.72	18.18	18.61	19.05	19.46	19.88	20.35	20.58	20.88	21.13
Clerk I	13.41	13.80	14.19	14.57	14.96	15.36	15.76	16.17	16.60	17.02	17.26	17.55	17.81
Auxiliary Service Clerk	13.41	13.80	14.19	14.57	14.96	15.36	15.76	16.17	16.60	17.02	17.26	17.55	17.81
Library Clerk	13.41	13.80	14.19	14.57	14.96	15.36	15.76	16.17	16.60	17.02	17.26	17.55	17.81
Educational Assistant	11.93	12.54	13.07	13.66	14.25	14.80	15.42	15.81	16.17	16.60	16.85	17.14	17.40
Secondary Educational Assistant													

An employee who is required to work a regular shift ending between 6:00 p.m. and 12:00 A.M. (midnight) shall receive an additional \$.20 per hour worked.

Salary Schedule is effective August 1, 2015

Salary Schedule reflects a 3.5% increase.

**Hamilton City School District
Hourly Wage Schedule
OAPSE #151 - Clerical
Effective August 1, 2016**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 14	Step 17	Step 20
Secretary to High School Principal	15.26	15.73	16.12	16.58	17.06	17.49	17.89	18.34	18.82	19.25	19.55	19.83	20.10
Secretary to Department Head	14.89	15.26	15.67	16.11	16.55	17.00	17.42	17.83	18.26	18.76	19.01	19.28	19.55
Secretary to Junior High Principal	14.89	15.26	15.67	16.11	16.55	17.00	17.42	17.83	18.26	18.76	19.01	19.28	19.55
Secretary to Asst. H. S. Principal	14.18	14.66	15.00	15.41	15.81	16.24	16.68	17.12	17.55	18.00	18.25	18.57	18.84
Evaluation Secretary	14.18	14.66	15.00	15.41	15.81	16.24	16.68	17.12	17.55	18.00	18.25	18.57	18.84
Secretary to Elementary Principal	14.60	15.00	15.41	15.81	16.24	16.66	17.12	17.54	18.00	18.35	18.62	18.91	19.18
Data Application Specialist	14.60	15.00	15.41	15.81	16.24	16.66	17.12	17.54	18.00	18.35	18.62	18.91	19.18
Fiscal Specialist	19.29	19.81	20.30	20.83	21.37	21.89	22.41	22.89	23.38	23.93	24.18	24.54	24.80
Bookkeeper	16.89	17.36	17.78	18.25	18.73	19.17	19.62	20.04	20.48	20.96	21.20	21.51	21.76
Clerk I	13.81	14.21	14.62	15.01	15.41	15.82	16.23	16.66	17.10	17.53	17.78	18.08	18.34
Auxiliary Service Clerk	13.81	14.21	14.62	15.01	15.41	15.82	16.23	16.66	17.10	17.53	17.78	18.08	18.34
Library Clerk	13.81	14.21	14.62	15.01	15.41	15.82	16.23	16.66	17.10	17.53	17.78	18.08	18.34
Educational Assistant	12.29	12.92	13.46	14.07	14.68	15.24	15.88	16.28	16.66	17.10	17.36	17.65	17.92
Secondary Educational Assistant													

An employee who is required to work a regular shift ending between 6:00 p.m. and 12:00 A.M. (midnight) shall receive an additional \$.20 per hour worked.

Salary Schedule is effective August 1, 2016

Salary Schedule reflects a 3% increase.