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# **NEGOTIATED AGREEMENT**

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between the

**HARDIN NORTHERN LOCAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES,  
AFSCME/AFL-CIO  
OAPSE LOCAL NO. 22**

**July 1, 2015 through June 30, 2018**

**TABLE OF CONTENTS**

<u>Article</u>		<u>Page</u>
I	Recognition .....	1-2
II	Procedures for Conducting Negotiations .....	2-3
III	Grievance Procedure .....	3-5
IV	Leaves of Absence .....	5-8
V	Insurance Plans .....	8-12
VI	Severance-Retirement Pay .....	12
VII	Pay Periods.....	12
VIII	Payroll Procedure.....	13
IX	Non-Routine Trip and Bus Route Procedures .....	13-15
X	Posting of Support Staff Vacancies.....	15-16
XI	Holidays and Vacation Pay .....	16
XII	Personnel File Review .....	17
XIII	Classified Staff Contracts .....	16-17
XIV	Classified Staff Salary Schedules .....	17
XV	Calamity Days and Weather Related Closings .....	18
XVI	Resignation of Classified Staff Employees.....	18
XVII	SERS Pick-Up.....	18
XVIII	Layoff and Recall.....	18-19
XIX	Employee Evaluations .....	20
XX	Hours of Work and Overtime .....	20
XXI	OAPSE Privileges.....	21
XXII	Mileage .....	21

<u>Article</u>		<u>Page</u>
XXIII	Job Descriptions.....	21
XXIV	Definitions.....	21
XXV	Employee Discipline.....	22
XXVI	Dues Deduction.....	22-23
XXVII	Job Related Physicals.....	23
XXVIII	Duration and Intent of Agreement .....	23-24
 <u>Appendix</u>		
A	Wage Rate Schedules.....	25-26
B	School Support Personnel Appraisal System.....	27-28

## ARTICLE I – RECOGNITION

### A. Recognition

1. The Hardin Northern Local School District Board of Education, hereinafter referred to as the “Board”, hereby recognizes OAPSE Local No. 22 of the Hardin Northern Local School District, and the Ohio Association of Public School Employees AFSCME/AFL-CIO, hereinafter referred to as the “Union”, as the sole and exclusive bargaining representative for all regular employees in the following described bargaining unit:

- a. Secretarial and clerical.
- b. Aides and monitors.
- c. Food Service.
- d. Maintenance and custodial (except students).
- e. Transportation.

Should the Board fill the positions of Mechanic or Payroll Clerk at any time, these positions will be incorporated into the bargaining unit.

2. Excluded from the bargaining unit are the following positions:

- a. Secretary to the Superintendent.
- b. Director of maintenance.
- c. Transportation supervisor.
- d. Casual, seasonal, and substitute employees.

3. The President of the Union shall provide the Board with the following information by November 1 of the school year immediately preceding the expiration of this Agreement.

- a. The name and address of each regional, state, and national organization with which the Union is affiliated.
- b. The name, title, and home address of each officer in the Union.
- c. The name of the spokesperson and the members of the negotiations team will be provided by February 15 of the year in which negotiations are to commence. If changes are made in the composition of the team, the Board will be notified by the Union President.

### B. Management Rights

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct on behalf of the public all the operations and activities of the School District to the full extent authorized by law, which includes, but is not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, 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, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work forces;
7. Determine the overall mission of the School District;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the school district.

## **ARTICLE II – PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **A. Procedure**

Either the Union or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no earlier than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of the Agreement. The parties shall meet at a mutually agreed upon date to conduct their first negotiating session which shall be for the purpose of exchanging initial proposals and determining any ground rules deemed necessary by the parties. At any negotiations session, either party may be represented by no more than six (6) persons, including consultants. Neither party shall have control over the selection of the members of the bargaining team of the other party.

### **B. Dispute Resolution Procedure**

1. If, after forty-five (45) calendar days prior to the expiration of the Agreement, mutual agreement has not been reached on all items being negotiated, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS participation, the other party shall join in the request.
2. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.

3. The mediation period shall be forty-five (45) calendar days from the date the initial mediation session is held. The mediation period may extend beyond the forty-five (45) days by mutual agreement of the parties. The FMCS mediator determines the date, time and location of each mediation session.

C. Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and within a reasonable time shall be submitted to the Union for ratification. Following ratification by the Union, the Agreement shall, within a reasonable time, be submitted to the Board for consideration. Upon official adoption by the Board, the Agreement shall be signed by both parties.

D. Scope of Bargaining

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement.

E. No Strike/No Lockout

During the term of this Agreement and during negotiations for a successor agreement, the Union will not conduct a partial strike, or work slow down. However, this provision does not infringe on the legal rights of the Union to conduct a complete work stoppage under O.R.C. Chapter 4117.

F. Final Form of Agreement

1. As soon as practicable, but not later than sixty (60) days after ratification by both parties, the Agreement shall be printed with a table of contents, including all appendices, in booklet form by the Board and distributed to all members of the bargaining unit. The Union shall be provided five (5) additional copies. Cost of printing shall be borne by the Board.
2. Any employee who becomes a member of the bargaining unit after the execution of this Agreement, shall be provided with a copy of this Agreement by the Board, without charge, at the time of employment.

### ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A claim based on an alleged violation, misapplication or misinterpretation of a provision of this Agreement.

2. Grievant

An individual employee, employees or the Union having a grievance.

3. Days

“Days” shall refer to calendar days exclusive of Saturdays, Sundays or legal holidays as defined by State or Federal Statutes.

B. General Practices

1. No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by a union representative of his/her own choosing.
2. The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. “Lowest possible level” means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a resolution.
3. “Days” used in reference to limitations, shall be maximums. However, limits may be adopted by mutual agreement of the parties which are different from those described in this Article. Failure of the administration, or the Board, to act within the required time limits permits the grievance to go on to the next step. Failure of the grievant to follow the required time limits makes the grievance null and void, and it may not be refiled at a later day.

C. Grievance Procedure

1. Step One (Informal Procedure)

Within ten (10) days of the time a grievant knew or should have known of the alleged grievance, the grievant shall request a meeting with his/her immediate supervisor in an attempt to resolve the matter informally at that level.

2. Step Two (Formal Procedure)

If the grievant is not satisfied with the results of the decision at Step One, the grievant shall within ten (10) days subsequent to the Step One meeting or within ten (10) days of the time the grievant(s) knew or should have known of the alleged grievance, submit a formal written grievance to the Superintendent of schools. The Superintendent will conduct a conference with the grievant within ten (10) days of receipt of the written grievance at a mutually agreeable time and place. A written decision shall be rendered by the Superintendent within ten (10) days after the conference, and said written decision shall be given to the grievant.

3. Step Three

If the grievant is dissatisfied with the decision rendered by the Superintendent, the grievant shall, within ten (10) days after receiving the decision of the Superintendent, request a review by the Board. This written request is to be directed to the Treasurer of the Board with a copy to the Superintendent. The Board shall meet with the grievant in the executive session at the next regularly scheduled Board meeting which is to be held at least ten (10) days after receipt of the request by the Treasurer. A written decision shall be rendered by the Board within fifteen (15) days after the meeting.

4. Step Four

- a. The Union may within fifteen (15) days after receipt of the Board decision submit the grievance to arbitration by so notifying the Board in writing. Within five (5) days the Union shall request a list of arbitrators from the FMCS. The arbitrator shall be selected from a list of seven (7) names provided by FMCS using the alternate strike procedure. Either party shall have the right to request a second list.
- b. The arbitrator shall have the authority to hold hearings and make procedural rules as he/she deems proper as long as time is kept to a minimum. The arbitrator shall have no power to alter, add to, or subtract from any terms of this Agreement. The arbitrator's decision shall be submitted in writing to the Board and to the Union within thirty (30) days following the conclusion of the hearing. The arbitrator's decision shall be advisory only.
- c. All costs and expenses for the services of the arbitrator shall be shared equally by the Board and Union.

**ARTICLE IV – LEAVES OF ABSENCE**

A. Sick Leave

1. Sick leave shall be provided for classified employees based on the amount, day for day, that they are regularly scheduled to work, and accumulated at the rate of one and one-fourth (1 ¼) days per month, up to and including two hundred fifteen (215) days.
2. Sick leave shall be approved by the supervisor of the classified employee, and shall be used in the event of:
  - a. Personal illness or injury.
  - b. Illness or injury of a member of the employee's immediate family, defined as husband, wife, children, father, mother, grandparents, brother, sister,

grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law and any other dependent family member residing in the home of the employee. No more than two (2) sick leave days can be used for this purpose, except as modified by FMLA.

- c. Exposure to contagious disease.
  - d. Death in the employee's immediate family. Immediate family is husband, wife, children, father, mother, grandparents, brother, sister, grandchildren, father-in-law, mother-in-law, brother-in-law, or sister-in-law, son-in-law, or daughter-in-law and any other dependent family member residing in the home of the employee. No more than five (5) days may be used for a death in the employee's immediate family. The days must be used consecutively.
3. The employee shall request sick leave on the proper form and complete all information requested including, but not limited to, the date or dates of absence due to illness, the name and address of the attending physician, if seen, and the employee signature. The form must be submitted by 4:00 p.m. on the first day the employee returns from leave. The Superintendent, at his/her discretion, may require the employee to provide the Superintendent with a physician statement certifying the nature of the employee's illness and the possible duration of the illness after five (5) consecutive workdays of sick leave.
  4. Employees, new to the District with no accumulated sick leave, shall be advanced five (5) days of sick leave, which shall be charged against earned sick leave during the subsequent period of employment.
  5. Falsification of a sick leave statement by a classified employee will result in employee discipline including the possibility of termination of employment.
  6. A perfect attendance bonus shall be provided for full-time personnel of \$100 per year for using no sick leave, and for part-time personnel a bonus of \$50 per year for using no sick leave.

B. Jury Duty

1. Employees are eligible for leave for the number of days or partial days needed to serve on jury duty. Upon submission of proof of jury service, the employee will be paid the difference between his/her jury pay and his/her wage rate for the number of days involved. Such leave shall not be deducted from sick leave or personal leave.
2. Any classified employee called for jury duty shall notify his/her principal or supervisor, and the Superintendent, at the earliest possible time. Such notification should indicate the court of assignment and probable duration of the jury duty.

C. Personal Leave

1. A perfect attendance bonus shall be provided for full-time personnel of \$250 per year for using no personal leave, and for part-time personnel a bonus of \$125 per year for using no personal leave.
2. An employee shall be granted up to three (3) days of leave with pay to be taken in one-half (1/2) day increments. The use of these personal days shall require at least forty-eight (48) hours notice of intent to use a personal leave day to the proper building authority, in order to be granted. All bonus pay for unused personal days and bonus pay for using no sick days will be paid on the paycheck prior to and closest to June 30 annually.
3. In the event that emergency situation, such as a flood, or power outage, develops and the forty-eight (48) hour notification cannot be met, then proper justification for the need of a personal leave day is required and must be approved by the proper building authority before the personal leave day can be granted.
4. Personal leave days will not be approved on the workdays before or after a school holiday or vacation day, or on the first five or last five workdays of school unless approved by the Superintendent. A maximum of five percent (5%) of the classification may be on personal leave at the same time.
5. A maximum of one (1) per classification and three (3) members of the bargaining unit may be on personal leave at the same time, unless waived by the Superintendent.
6. Unauthorized use of personal leave will result in an employee discipline which includes the possibility of termination of employment.
7. The employee must exhaust all personal leave prior to requesting any unpaid leave.
8. Personal leave is permitted upon approval of the Superintendent.

D. Assault Leave

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor who shall immediately report the incident to the police.
2. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the classified employees, police and courts.

3. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. The number of days an employee is permitted to utilize assault leave shall not exceed twenty (20) days.
4. Assault leave may not be granted under this policy unless the employee in question: (1) has a signed, written statement justifying the granting and use of assault leave and the statement shall be upon Board-provided forms; (2) provides a certificate from a licensed physician stating the nature and probable duration of the disability and the necessity of absence from regular employment and (3) files a report in conjunction with the District with the proper law enforcement authorities. Falsification of either the aforesaid signed statement or the physician's statement by the employee shall be grounds for suspension or termination of employment.

E. Family and Medical Leave Act

Both parties to this contract agree to abide by all terms and conditions of the Family and Medical Leave Act of 1993.

## ARTICLE V – INSURANCE PLANS

A. General Insurance Provisions

\* \* \*

3. All positions requiring classified personnel shall be classified, for insurance purposes as follows:

- a. Full Time Position

For bus drivers: A position requiring twenty (20) hours or more per week per his/her work year.

For all other staff: A position requiring thirty (30) hours or more per week per his/her work year. All staff enrolled in an insurance plan prior to July 1, 2006 will maintain their full-time benefits for that insurance package.

Below is a list of employees that was "grandfathered" at twenty-five hours in Section A (3) a and A (3) b in the Memorandum of Understanding between the Hardin Northern Local School District and the Ohio Association of Public School Employees, AFSCME/AFL-CIO Local No. 22 on November 18, 2013.

Secretaries: Marge Madigan, Sue Delong.  
Custodians: Brian Webb, Ken Drumm, Dean Passett, Steve  
Walter.  
Cafeteria: Patty Morris, LeeAnn Hilty.  
Aides: Melinda Hipsher.

b. Part Time Position

A position requiring less than thirty (30) hours per week per his/her work year.

It shall be the responsibility of the classified employee to notify the Board Treasurer, in writing, of any change in dependency status.

\* \* \*

B. Health and Medical Benefits

1. Employees who qualify for insurance coverage shall have Hospitalization, Surgical or Major Medical Coverage through the Health Savings Account (HSA) Plan offered by the Hardin County Health Consortium.

The Board shall pay eighty-five percent (85%) of the premium for an HSA Plan for family and single plans for employee medical insurance, including hospitalization, surgical and major medical coverage. Part time employees will not be offered insurance except as required by law. Additionally, due to regulations associated with the "Affordable Health Care Act," the District will provide an optional Minimum Value Plan (MVP) with the Board paying eighty-five percent (85%) of the premium.

\* \* \*

C. Dental Insurance

The Board will provide family or single dental insurance for each employee electing such insurance. The Board will assume one hundred (100%) percent of the cost of premium for each full-time classified employees.

D. Vision Care Insurance

The Board will provide single or family vision care insurance for all employees within the bargaining unit. The Board will assume eighty-

five percent (85%) of the cost of premium for full-time classified employees during the term of this contract for such insurance coverage, provided by or equivalent to that, provided by Vision Services.

H. Health Savings Account

The Board shall offer to full-time certified employees eligible for health insurance a Health Savings Account (HSA). The Board shall contribute Two Thousand Eight Hundred Dollars (\$2,800) for a family plan and One Thousand Four Hundred Dollars (\$1,400) for a single plan effective January 1, 2016. The Board shall contribute Two Thousand Five Hundred Dollars (\$2,500) for a family plan and One Thousand Two Hundred Fifty Dollars (\$1,250) for a single plan effective January 1, 2017.

The Board will pay the employer contribution as follows: Two-thirds (2/3) on the second pay in January and one-third (1/3) on the second pay of September. However, if an employee leaves employment prior to September 15, whether through resignation, retirement, or otherwise, they shall not be entitled to the September payment.

In a catastrophic event and upon presentation of valid documentation, the District shall advance the employee the remaining one-third (1/3) prior to the second pay of September. If the employee resigns, retires, or otherwise leaves the Board's employment, the employee shall be required to reimburse the Board the one-third (1/3) payment that was advanced.

Board contributions for newly hired employees will be pro-rated for time prior to the next regular Board contribution.

I. Medical insurance premiums will be deducted twice per month.

J. Spousal Eligibility

If an employee's spouse is eligible to participate as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any retirement plan, the spouse must enroll in such employer or retirement plan sponsored group insurance coverage(s).

This requirement does not apply to any spouse who is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits.

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

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health insurance and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

If false information is submitted or the Board is not advised in a timely manner of a change in a spouse's eligibility for employer or retirement plan sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Plan providing benefits to which a spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. An employee who submits false information will be subject to a disciplinary action, up to and including termination of employment.

If two spouses are employed in the same school district, or two spouses are employed in two different schools in the Hardin County Schools Health Consortium, then these employees will be exempt from the spousal agreement.

K. Insurance Committee

An insurance committee shall be formed, consisting of three (3) members appointed by the Association and three (3) members appointed by the Superintendent. This committee will meet at least quarterly to jointly study and review the existing insurance programs, particularly with regard to whether appropriate insurance coverage for

unit members may be provided in a more cost-effective manner. Deliberations of the insurance committee shall not constitute negotiations, but the committee shall have the authority to make recommendations to both the Board and the Association. The insurance committee shall screen requests for services not covered by the insurance plan.

\* \* \*

#### **ARTICLE VI – SEVERANCE – RETIREMENT PAY**

- A. Any retiring classified employee shall be eligible to apply to the Board for severance pay if they show evidence of receipt of the first check from the State Retirement System. Such evidence should be presented to the Treasurer of the Board. Severance pay must be requested no later than 60 days after the effective date of retirement.
- B. Persons retiring under the State Employees Retirement System shall be paid severance pay on the basis of thirty percent (30%) of accumulated sick leave up to a maximum of sixty (60) days.

The employee being severed from employment may elect to receive severance pay in one (1) disbursement. An employee who receives severance pay under the provisions of this Section shall forfeit the sick leave previously accumulated.

- C. The recipient shall be paid at a per diem rate based upon the last contractual wage rate and the number of days service normally performed; and shall be paid in one payment within thirty (30) days after all necessary evidence has been filed with the Treasurer unless the bargaining unit member requests a later payment.
- D. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time and shall be made only once.

#### **ARTICLE VII – PAY PERIODS**

Wages shall be paid in twenty-six (26) installments every other Friday, beginning when employees have actually worked for the Board at least seven (7) regular contract days in any particular school year. Pay periods shall begin on Monday morning and end on the second Sunday night following. All pay shall be issued by direct deposit to accounts designated by each employee. Pay stubs will be delivered to the employee's email.

If the teachers agree to a twenty-four (24) installment pay plan, OAPSE agrees to be paid according to the same plan.

## ARTICLE VIII – PAYROLL PROCEDURE

Employees may participate in payroll deductions for annuities and additional health insurance. Enrollment dates and conditions for participation are to be worked out with the Treasurer.

## ARTICLE IX – NON-ROUTINE TRIP AND BUS ROUTE PROCEDURES

- A. The Administration or designee shall hold a general meeting with bus drivers prior to school opening. Bus routes, route; changes and matters pertaining to bus routes will be discussed at this meeting. All drivers are expected to attend this meeting and two other general safety meetings as part of their contractual obligations to the District. Drivers will be paid at their hourly rate for all mandatory meetings.
- B. When a vacancy occurs or a new route is created, drivers based upon seniority may bid upon any open run, with the most senior driver bidding will be awarded the open run.
- C.
  - 1. Non-routine trips are defined as any extra school-related activity for which school bus transportation is needed.
  - 2. Non-routine trips shall be assigned by the Bus Coordinator on a seniority rotation basis. All trips that are submitted prior to the last day of the month prior, shall be assigned on the first day of the month for the entire month. The rotation shall be continuous throughout the school year. If a trip is refused by a driver, it shall be offered to the other drivers according to the seniority rotation list. If no driver accepts the trip, the provisions of D below shall apply.
  - 3. Any non-routine trip that is not submitted by the last day of the month prior shall be assigned on a separate seniority rotation. The rotation shall be continuous throughout the school year. If a trip is refused by a driver, it shall be offered to the other drivers according to the seniority rotation list. If no driver accepts the trip, the provisions of D below shall apply.
  - 4. Non-routine trips shall be paid accordingly.
    - a. Thirty-five dollars (\$35.00), for the first two (2) hours of driving time, per non-routine trip.
    - b. For all driving time in excess of two (2) hours, the driver will be paid his/her regular hourly rate of pay.
    - c. Sitting time – Seven Dollars and Fifty Cents (\$7.50 per hour).
  - 5. Full time bus drivers will be offered two non-routine trips for every one offered to half day or part time drivers
- D. In the event no bus driver has signed up to take a non-routine trip, the Administration or designee will have the right to assign a substitute driver, or to assign a driver from the list

of regular drivers on a reverse seniority rotating basis. Bus drivers must drive the non-routine trip route they have chosen unless they are absent.

- E. Overnight trips will be posted with a flat rate and bid on separately by rotation on a yearly basis. A driver taking a trip will not be paid for any regular route the he/she misses due to the trip.
- F. The Vocational Agriculture teacher may drive on all agricultural classroom non-routine trips during regular school hours, if driving on a volunteer basis.
- G. On Bus Instructors (OBI) training new bus drivers will be paid at his/her regular rate.
- H. All bus drivers will be responsible for taking their bus to be serviced and will be paid at the rate of Ten Dollars (\$10.00) per hour. A bus driver may have another bargaining unit driver take his/her bus for servicing. If this occurs the Ten Dollars (\$10.00) per hour will be paid to the driver who actually takes the bus.
- I. If a non-routine trip is canceled at the last minute and the driver reports to work without prior notice of the cancellation, the driver shall receive one (1) hour's pay at his/her regular rate.
- J. Commercial Drivers License
  - 1. The Board will provide reimbursement of One Hundred Percent (100%) of the documented expenses for comprehensive testing to all employees who are required to take the Commercial Motor Vehicle Safety Examination in order to receive a Commercial Drivers License. Such reimbursement will occur after presentation to the Superintendent of appropriate receipts and evidence of successful passage of the Commercial Motor Vehicle Safety Examination and receipt of the Commercial Drivers License. Reimbursement shall include cost of renewals and upgrades.
  - 2. An employee who receives such a reimbursement and who fails to remain in service to the Hardin Northern Local School District Board of Education for a period of one (1) school year after receipt of the reimbursement shall have the amount of the reimbursement deducted from his/her final check.
  - 3. If an employee fails to pass the examination, he/she shall immediately be placed on an unpaid leave without fringe benefits for a period of up to ninety (90) days or until such time as he/she passes the test. Upon passing the test, all wages and other entitled benefits, including seniority, will be resumed. If the employee fails to pass the examination within the ninety (90) day period, his/her contract shall be deemed terminated without requiring Board action or substantive or procedural due process.
  - 4. No Board reimbursement will be allowed if the employee is required to be reexamined because of vehicle operator violations and/or citations or due to the failure of an examination.

- 5. The Board will pay for the cost of obtaining a yearly driver's abstract and pay for the criminal records check.
- K. Bus driver clock time shall include all mandatory pre/post-trip inspections.
- L. Alcohol/Drug Testing of Transportation Department Employees

The Board's Alcohol/Drug testing procedures for transportation department employees pursuant to the Omnibus Transportation Employee Testing Act of 1991 shall be made part of this Agreement. An employee required to be tested shall receive a minimum of one (1) hour at his/her regular hourly rate of pay.

### **ARTICLE X – POSTING OF SUPPORT STAFF VACANCIES**

- A. As the bargaining unit positions become vacant due to retirement, resignation, promotion, dismissal or other causes, the position, if it is to be filled, shall be posted throughout the District, with a copy of the posting sent to the Local Union President.
- B. Any qualified and interested employee of the school district may make application for the position within five (5) workdays of the posting. The posting period may be shortened or eliminated based on the written agreement of the Superintendent or designee and Union President with mutual agreement of the Union. All applicants shall be given consideration for any vacant position. The best qualified applicant may be recommended for appointment by the Superintendent to the Board.
- C. Notice Contents

The job vacancy notice shall include:

- 1. Job title
- 2. Description of the position and duties
- 3. Minimum qualifications required for the position
- 4. Work schedule
- 5. Wage rate
- 6. Deadline for filing job application with Superintendent's office

- D. Lateral Transfer

In selecting the replacement employee, the Board shall apply the following formula:

- 1. The vacant position shall first be offered to the employees within the classification.
- 2. If two or more employees within the classification request the position, the most senior employee will receive the position.

3. Excluded from this procedure shall be the positions of Head Custodian and Cafeteria Manager.

E. Probationary Period

An employee who changes position shall be subject to a twenty (20) workdays probationary period. At the conclusion of the twenty (20) workdays, the employee may be returned to their former position at either the employee's or the employer's request.

**ARTICLE XI – HOLIDAYS AND VACATION PAY**

A. Holidays

1. All nine (9) and ten (10) month classified employees shall receive the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Presidents' Day, and the day after Thanksgiving.
2. All eleven (11) and twelve (12) month classified employees shall receive July 4 (Independence Day) as a paid holiday in addition to the holidays prescribed in paragraph 1 above.
3. All eleven (11) and twelve (12) month classified employees shall receive a holiday on Christmas Eve day and New Year's Eve day.

B. Vacation

1. Each full-time non-teaching school employee including full-time hourly-rate and per diem employees, after service of one (1) year with the Board, shall be entitled, during each year thereafter, while continuing in the employ of the Board, to vacation leave with full pay for a minimum of two (2) calendar weeks, excluding legal holidays.
2. Employees continuing in the employ of the Board for ten (10) or more years of service shall be entitled to vacation with full pay for a minimum of three (3) calendar weeks, excluding legal holidays.
3. Employees continuing in the employ of the Board for twenty (20) or more years of service shall be entitled to vacation leave with full pay for a minimum of four (4) calendar weeks, excluding legal holidays.
4. Employees may upon proper notice carry over no more than ten (10) days to the next year. Employees shall provide this notice, in writing to the Treasurer, no later than May 1<sup>st</sup> during each school year.

## **ARTICLE XII – PERSONNEL FILE REVIEW**

- A. An employee shall have the right, upon reasonable notice, to view the contents of his/her personnel file with the superintendent or his/her designee present, exclusive of confidential letters of recommendation or references. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.
- B. All documents included in an employees' file shall be dated and identified as to source.
- C. The Board agrees to comply with Ohio law with respect to personnel files.

## **ARTICLE XIII – CLASSIFIED STAFF CONTRACTS**

- A. Classified employees shall be employed under contract as follows:
  - 1. All employees new to the District shall receive a one-hundred (100) calendar day probationary contract, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his or her termination during the probationary period. If the employee completes the probationary period, he/she shall be granted a one (1) year contract retroactive to the beginning of his/her employment.
  - 2. At the end of the initial year of employment, the classified employee, if he or she is retained, shall receive a two (2) year contract. If, at the end of the two (2) year contract, the classified employee is re-employed, a continuing contract shall be offered. The Board has total discretion regarding the decision to award a continuing contract to an eligible employee.
  - 3. The procedure described in B(1) of this Article shall supersede the procedures set forth in O.R.C. §§3319.018-3319.083.

## **ARTICLE XIV – CLASSIFIED STAFF SALARY SCHEDULES**

- A. Classified staff salary schedules appear in Appendix A of this Agreement. Initial placement on the schedule may take into consideration the employee's previous experience.
- B. Classified employees must have served one hundred and twenty (120) workdays within a July 1 – June 30 period in order to qualify for a yearly increment on the salary schedule.

## **ARTICLE XV – CALAMITY DAYS AND WEATHER RELATED CLOSINGS**

On days when the Hardin Northern Schools would normally be open, but are closed due to weather conditions or other calamity, custodial, maintenance, and food service personnel are expected to report to work if requested by the administration, and if they are reasonably able to do so. Such employees shall receive time and one-half (1 ½) pay for all time worked on the calamity day inclusive of the calamity day pay. Employees who are not required to work shall suffer no loss of pay. Employees required to work after an early dismissal shall receive one and one-half (1 ½) their hourly rate for all work performed after the early dismissal. Employees who are released early shall suffer no loss of pay.

## **ARTICLE XVI – RESIGNATION OF CLASSIFIED STAFF EMPLOYEES**

Any classified employee may request to resign from his/her contract of employment with the Hardin Northern Local School District, by filing a written notice with the Superintendent. All resignations will be transmitted to the Board for its consideration.

## **ARTICLE XVII – SERS PICK-UP**

- A. Consistent with the provisions of the Internal Revenue Service, the Board shall pick up each employee's mandatory contributions to the School Employees Retirement System of Ohio (SERS) provided that no employee's total salary is increased by such pick-up nor is the Board's total contribution to SERS increased thereby.
- B. The amount to be designated as SERS pick-up by the Board shall equal the current percentage amount of the employee's mandatory contribution, and shall be credited by SERS as employee contributions, and shall be included in computing the employee's final average salary. The SERS pick-up shall not be reported by the Board as subject to current Federal and State Income Taxes, but is subject to city income taxes. The SERS pick-up shall not be included in the calculation of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay or in reporting employee-authorized credit information to financial institutions.

## **ARTICLE XVIII – LAYOFF AND RECALL**

- A. In the event it becomes necessary to reduce the number of employees, the Board may implement such reductions for financial reasons as determined by the Board, District reorganization, elimination of position(s), lack of funds, lack of work, and/or District needs.
- B. Whenever it becomes necessary to layoff employees for a reason stated in A. above, affected employees shall be laid off according to seniority within the department, with the

least senior employee laid off first. Seniority shall be defined as the length of total service with the Board in a particular department. Authorized leaves of absence do not constitute an interruption to continuous service. In case of identical seniority, the date of the employee's application to the District will break the tie.

- C. The following departments are recognized for the purpose of defining departmental seniority in the event of a reduction in force:
  - 1. Secretarial and clerical
  - 2. Aides
  - 3. Food service
  - 4. Maintenance and custodial (except students)
  - 5. Transportation
- D. The Board shall determine in which department or departments the layoffs will occur and the number of employees to be laid off. In the department of layoff, employees on probation shall be laid off before any employee in the classification employed under continuing contract status is laid off.
- E. Prior to the effective date of layoff, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates, departments, and indicating which employees are to be laid off. The Union shall have five (5) workdays to challenge the accuracy of said list after which time it shall be deemed valid.
- F. For the department in which a layoff occurs, the Board shall prepare a reinstatement list and the names of all employees employed under probationary status shall be placed on the reinstatement list in reverse order of layoff. The names of all employees employed under a continuing contract status shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in the department or any employee is reinstated from the probationary list.
- G. Vacancies which occur in the department of layoff shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered.
- H. The employee's name shall remain on the appropriate list for a period of twenty-four (24) months from the effective date of layoff. If reinstated from layoff during the period, such employees shall retain all previously accumulated seniority. Notice of reinstatement shall be made by certified mail.

## **ARTICLE XIX – EMPLOYEE EVALUATIONS**

- A. Classified employees may be evaluated at least once per year. Evaluations must be made by the employee's supervisor or appropriate administrator. The evaluation forms will be prepared by the Board and are set forth as Appendix B. The parties agree that each classification will meet by December 1, 2008 to create an evaluation form that is different for each classification. The form will be recommended to the bargaining unit and the Board for approval.
- B. Each employee shall have the opportunity to review any and all evaluations regarding his/her work. The employee shall acknowledge that he/she has read the evaluation by signing the evaluation form. The employee's signature does not constitute agreement or disagreement with the evaluation. If the employee refuses to sign the form, it may still be placed in the employee's file.
- C. An employee may present written comments which shall be dated and entered as an attachment to the evaluation form.

## **ARTICLE XX – HOURS OF WORK AND OVERTIME**

- A. The Board shall pay an Employee for overtime at a wage rate of one and one-half (1 ½) times the Employee's wage rate for all hours worked in excess of forty (40) hours per week. The work week shall be seven (7) consecutive days, Monday through Sunday.
- B. Employees not regularly scheduled to work on Saturday or Sunday who are called in to work on either day shall be guaranteed a minimum of one (1) hours' work.
- C. A holiday which falls within the normal work week will be considered as hours worked for the purpose of computing overtime for that week as long as the holiday is a legal holiday recognized on the work calendar by classification.
- D. Employees who are called to work because of an emergency shall be paid a minimum of two (2) hours' pay.
- E. Except in cases of emergency or in situations covered by policies and regulations, all overtime service must be approved in advance by a Superintendent, principal(s) or designee(s).
- F. The Union will vote and notify the Superintendent of its recommendation on the calendar for subsequent school year no later than the first Monday in February.

## **ARTICLE XXI – OAPSE PRIVILEGES**

- A. Paid leave shall be granted once annually to one (1) person to attend the OAPSE Annual Conference for a period of no more than three (3) days.

- B. The Union may use school facilities, the bulletin boards and the school mail for appropriate activities of the Association with prior approval of the school Principal or the Superintendent.
- C. Agendas prior to meeting and Board Minutes shall be sent to the OAPSE Local President.
- D. The Board shall supply the Union a copy of Board Policy. Modifications and changes shall be sent to the Local Union President.
- E. Employees who work on second shift shall be released one (1) hour per month to attend OAPSE union meetings. Employees who work second shift and who are part of the negotiating team shall be allowed to voluntarily trade shifts with another employee in the same classification as the negotiations scheduling may require. In the event such a trade cannot be made, the team member may be allowed up to three (3) hours per negotiation session as make-up time to be rescheduled if necessary.
- F. If classified personnel are required by the administration to dispense medication, the Board and the Union will meet to bargain the effects of the decision, if any.
- G. A union representative shall be permitted to speak with new employees for a period of no more than fifteen (15) minutes to discuss Union Membership and Benefits. This meeting shall take place on paid time, in private, and on the new employees' first day of work or at the next most reasonable opportunity.

#### **ARTICLE XXII – MILEAGE**

- A. Employees required by their administrator to use their personal vehicles for school business shall be reimbursed at an amount established by the Internal Revenue Service as of the start of each calendar year.

#### **ARTICLE XXIII – JOB DESCRIPTIONS**

- A. The Board shall have complete authority to devise and write job descriptions for those positions which the Board deems necessary. The union shall receive a copy of said job description upon its completion or amendment, and shall have the right to comment and give input regarding same prior to Board approval.

#### **ARTICLE XXIV – DEFINITIONS**

“Days” – shall be defined as calendar days unless otherwise specified in this Agreement.

## ARTICLE XXV – EMPLOYEE DISCIPLINE

- A. Except as otherwise provided in this Agreement, the contracts as provided for in this Agreement may be terminated by a majority vote of the Board. Such contracts may be terminated only for a violation of written rules and regulations as set forth by the Board or for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance.
- B. In addition to the right of the Board to terminate the contract of an employee, the Board may suspend an employee for a definite period of time or demote the employee for the reasons set forth in A above.
- C. The action of the Board terminating the contract of an employee or suspending or demoting him/her shall be served upon the employee by certified mail. Within ten (10) days following the receipt of such notice by an employee, the employee may file an appeal, in writing with the Court of Common Pleas of the county in which the school board is situated. After hearing the appeal, the Common Pleas Court may affirm, dis-affirm, or modify the action of the Board.
- D. Disciplinary actions shall be based on procedures which include the following:
  - 1. The employee will be notified of the specific nature of any conference or hearing. Employees have the right to have representation at any conference or hearing which may result in discipline.
  - 2. The employee shall have the right to present any related evidence in his/her behalf.
  - 3. Employees shall not be suspended and/or disciplined without compliance with the progressive discipline procedure set forth below:
    - a. Oral reprimand – noted in personnel file
    - b. Written reprimand
    - c. Suspension without pay
    - d. Termination
    - e. Based upon the severity of the violation as set forth in Article XXV (A), disciplinary action may warrant deviation from the procedural order.

## ARTICLE XXVI – DUES DEDUCTION

- A. The employer agrees to deduct from the employees' pay union dues for those employees who have signed a dues authorization card. Deduction shall be in twenty (20) consecutive installments beginning with the 1<sup>st</sup> pay in October. The first deduction shall be for local dues and shall be sent directly to the local treasurer. (The Local Treasurer

shall notify the Board Treasurer, in writing, prior to September 1, of each year the amount of local dues to be deducted from each employee). The remaining deductions for the year shall be State dues and be sent directly to OAPSE. The employer agrees to furnish the Union with all W-2 information as it pertains to dues deductions. Dues deductions shall be continuous and do not need to be renewed yearly.

- B. Bargaining unit employees who are currently members of the Union, or join during this Agreement, shall maintain that membership for the duration of the Agreement, Except for a ten (10) day withdrawal period, which begins September 1 of each year.
- C. The Board agrees to deduct from the wages of any employee and AFSCME-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. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

#### **ARTICLE XXVII – JOB RELATED PHYSICALS**

- A. All job related physicals required by the local board of education, the Ohio Department of Education, or in accordance with Ohio Revised Code will be paid at of rate of one hundred (100%) percent by the board of education providing the employee chooses to use the board approved provider.

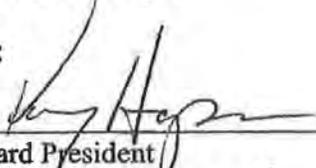
#### **ARTICLE XXVIII – DURATION AND INTENT OF AGREEMENT**

- A. A three (3) year agreement beginning July 1, 2015 through June 30, 2018.
- B. This Agreement constitutes the entire agreement between the parties and it supersedes all prior and contemporaneous understandings, written or oral, not specifically incorporated herein. No change in the specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement of the parties and neither party shall have a duty to negotiate with respect to any matter during the life of this Agreement.
- C. The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such Board policies, rules and regulations, as it deems appropriate in accordance with those laws, except as restricted by this Agreement.
- D. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.
- E. If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications

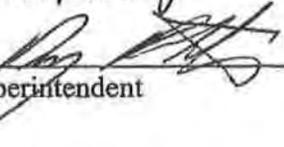
shall continue in full force and effect. This Article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

HARDIN NORTHERN BOARD  
OF EDUCATION

By:

  
\_\_\_\_\_

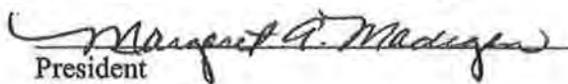
Board President

  
\_\_\_\_\_

Superintendent

OAPSE/AND ITS LOCAL 022

By:

  
\_\_\_\_\_

President

\_\_\_\_\_  
Negotiating Committee

  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Field Representative

A. Aide Wage Rate Schedule

All aides will work up to a minimum seven (7) hour day.

B. Cafeteria Wage Rate Schedule and Head Cook Consultant

1. Manager will work eight (8) hours a day at the Cafeteria wage rate. The Cafeteria Manager shall receive Two Dollars and Ten Cents (\$2.10) x forty (40) hours per week for thirty-six (36) weeks. This is to be paid above all other regular hours worked each week during the school year. Hours worked when school is out of session will be paid at the regular rate of pay per hour.
2. Cooks will work up to 7 hours per day. The board agrees to maintain a minimum of three (3) cooks. Helpers will work up to 20 hours per week with part-time insurance benefits.
3. For the 2011-12 school year, the Board may hire a consultant as a trainer for the position of Head Cook. Additionally, for the 2011-12 school year, the Head Cook has the option of filling up to two vacant cafeteria positions at any time during the school year. However, the Board is permitted to initially hire substitutes for up to two cafeteria vacancies at the beginning of the 2011-12 school year.

## C. Head Custodian will work 8 hours per day at the custodial wage rate of pay. The Head Custodian shall receive Two Dollars and Ten Cents (\$2.10) x forty (40) hours per week for fifty-two (52) weeks. This is to be paid above all other regular hours worked each week during the school year.

## D. Secretaries that perform EMIS work shall receive an additional sixty five cents (\$0.65) per hour. EMIS Coordinators shall receive an additional one dollar and eight-seven cents (\$1.87) per hour. This provision shall remain in effect, unchanged and not subject to further bargaining through 2011.

## E. Wage rate schedules (A, B, C, D, E, F) will be adjusted by 2% on July 1, 2015, by 2% on July 1, 2016 and by 2% on July 1, 2017. The Board will pay Three Hundred Dollars (\$300) at Christmas time to each full time employee in 2015, 2016 and 2017. The Board will pay One Hundred Fifty Dollars (\$150) at Christmas time to each part time employee in 2015, 2016 and 2017.

APPENDIX A

BUS DRIVER WAGE RATE SCHEDULE

YEARS	<u>15/16</u>	<u>16/17</u>	<u>17/18</u>
0	13.93	14.21	14.49
1	14.38	14.67	14.96
2	14.79	15.08	15.39
3	15.24	15.54	15.85
4	15.66	15.97	16.29
5	16.10	16.42	16.75
6	16.39	16.71	17.05
7	16.93	17.27	17.62
8	17.23	17.58	17.93
9	17.78	18.13	18.50
10	18.21	18.57	18.94
11	18.64	19.01	19.39
12	19.08	19.46	19.85
15	19.57	19.96	20.36

CAFETERIA WAGE RATE SCHEDULE

YEARS	<u>15/16</u>	<u>16/17</u>	<u>17/18</u>
0	10.48	10.69	10.90
1	10.77	10.99	11.21
2	11.07	11.29	11.52
3	11.37	11.60	11.83
4	11.67	11.90	12.14
5	11.95	12.19	12.43
6	12.26	12.50	12.75
7	12.55	12.80	13.06
8	12.83	13.08	13.35
9	13.14	13.40	13.67
10	13.43	13.70	13.97
11	13.74	14.01	14.29
12	14.03	14.31	14.59
15	14.37	14.66	14.95

AIDE WAGE RATE SCHEDULE

YEARS	<u>15/16</u>	<u>16/17</u>	<u>17/18</u>
0	11.18	11.40	11.63
1	11.49	11.72	11.95
2	11.82	12.06	12.30
3	12.13	12.37	12.62
4	12.45	12.70	12.96
5	12.78	13.04	13.30
6	13.12	13.38	13.65
7	13.43	13.70	13.97
8	13.75	14.02	14.30
9	14.08	14.36	14.65
10	14.39	14.68	14.97
11	14.72	15.02	15.32
12	15.05	15.35	15.65
15	15.41	15.72	16.03

CUSTODIAL WAGE RATE SCHEDULE

YEARS	<u>15/16</u>	<u>16/17</u>	<u>17/18</u>
0	13.14	13.40	13.67
1	13.53	13.81	14.08
2	13.92	14.20	14.48
3	14.35	14.64	14.93
4	14.74	15.03	15.33
5	15.12	15.42	15.73
6	15.51	15.82	16.13
7	15.92	16.24	16.57
8	16.32	16.65	16.98
9	16.71	17.04	17.38
10	17.10	17.45	17.79
11	17.51	17.86	18.22
12	17.91	18.27	18.63
15	18.37	18.74	19.11

SECRETARIAL WAGE RATE SCHEDULE

YEARS	<u>15/16</u>	<u>16/17</u>	<u>17/18</u>
0	12.41	12.66	12.91
1	12.77	13.03	13.29
2	13.13	13.39	13.66
3	13.50	13.77	14.05
4	13.86	14.13	14.42
5	14.20	14.48	14.77
6	14.57	14.87	15.16
7	14.93	15.23	15.53
8	15.30	15.61	15.92
9	15.66	15.97	16.29
10	16.01	16.33	16.66
11	16.39	16.71	17.05
12	16.73	17.06	17.40
15	17.16	17.50	17.85



