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Agreement

Between the

Highland Local Board of Education

And the

Highland Support Staff Association/OEA/NEA

July 1, 2015 through June 30, 2018

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ARTICLE I
RECOGNITION

1.01 The Highland Local School District Board of Education, ("Board") hereby recognizes the Highland Support Staff Association (HSSA)/Ohio Education Association (OEA)/National Education Association (NEA) ("Association"), as the exclusive bargaining representative for all regularly employed full-time and regularly employed part-time classified employees, except for the following exclusions:

Licensed/Certified Employees
Administrators
Supervisors
Assistant Treasurers
Treasurer's Assistants
Treasurer's Secretary
Confidential Employees
Management-Level Employees
Groundskeepers
Maintenance Assistants
Technology Department Employees
Seasonal and Casual Employees

1.02 If the Board creates a new regular classified position after June 30, 2012 and the parties disagree as to whether the position falls within the bargaining unit, its inclusion or exclusion will be determined in accordance within the terms and procedures in Chapter 4117 of the Ohio Revised Code.

ARTICLE II
NEGOTIATING PROCEDURE

2.01 REQUESTS FOR NEGOTIATIONS

If either party desires to negotiate, it shall so notify the other party in writing not earlier than ninety (90) days nor less than sixty (60) days prior to the expiration of this Agreement. Upon the request of either party, an initial meeting will be scheduled for the purpose of permitting each party to submit in writing all its initial proposals for negotiations. Thereafter, neither party shall submit additional items except with the consent of the other party.

2.02 NEGOTIATION MEETINGS

2.021 Meetings shall be scheduled at reasonable intervals, places and times and to avoid, as nearly as practicable, conflict and interference with school and employment schedules. If a meeting is scheduled during daily duty hours members of the Association's negotiating team will be relieved of all regular duties, without loss of pay, as is necessary to permit their participation at such meeting.

2.022 Meetings shall be closed to the media and the public.

2.023 Either party may caucus for a reasonable period at any time.

2.024 If unforeseen circumstances preclude a party's spokesperson from attending or cause him/her to be significantly late, that person is responsible for notifying his/her counterpart as promptly as possible and the parties shall thereupon schedule the next meeting.

2.03 REPRESENTATION

Representation at each meeting shall be limited to not more than four (4) representatives of the Board and not more than four (4) representatives of the Association. At the initial session each party shall designate its representatives and only those so designated shall attend subsequent meetings, unless the parties agree otherwise. Each party may have up to four (4) observers present at each meeting.

2.04 AGREEMENT

2.041 As Tentative Agreement is reached on each item the agreement shall promptly be reduced to writing and initialed by a designated representative of each party.

2.042 Final agreement shall be reduced to writing and submitted to the Association for approval. The Association's designated representatives shall recommend approval. Upon approval by the Association, the agreement shall be submitted to the Board for approval. The Board's designated representatives shall recommend approval. If approved by both parties, the new Agreement shall then be signed on behalf of the parties.

2.05 DISAGREEMENT

If agreement is not reached within forty-five (45) calendar days after commencement of negotiations, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The cost of the mediator, if any, shall be equally shared by the Association and the Board.

2.06 EXCLUSIVITY OF PROCEDURE

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 2.05 of this Article, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

ARTICLE III
GRIEVANCE PROCEDURE

3.01 DEFINITIONS

3.011 A "grievance" is an alleged misinterpretation, misapplication or violation of this Agreement or any dispute with respect to its meaning or application. The term "grievance" shall not apply to matters upon which the Board is without authority to act under law.

3.012 "Grievant" means the person or group of persons filing the grievance, or the Association.

3.013 Days, for the purpose of this Article, shall mean work days (Monday through Friday) exclusive of holidays as provided in this Agreement.

3.02 TIME LIMITS

3.021 Grievances shall be processed rapidly. If a written grievance (Level II) is not filed within twenty (20) days after the act or condition(s) giving rise to the grievance is known, the grievance shall be considered waived. The number of days indicated at each step of the established procedure shall be maximums, unless extended in writing by mutual consent. If the grievant fails to meet the deadline at any step of the procedure, the grievance shall be considered waived.

3.022 The Association President and the Superintendent may mutually agree to extend any time limit in this Article to a time certain. If the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to such extension.

3.023 If a grievance cannot be resolved because of the start of the Winter or Spring Break, further attempts at resolution shall be postponed until the return to school following the Break. However, the Association President and the Superintendent (or, if the grievant is not represented by the Association, the grievant and the Superintendent) may mutually agree to process the grievance during the Break. The parties shall so agree when irreparable injury would result from a postponement. This provision has not applicability to the Summer Recess.

3.03 COMMUNICATION

All communications, except at the informal level, shall be in writing, hand delivered and receipted or delivered by certified mail. If delivered by certified mail, time limits at the various steps shall be in addition to the time it takes for the mail to be posted and received.

3.04 RIGHTS OF THE GRIEVANT

3.041 The grievant, at his/her sole discretion, may represent himself/herself at all levels of the grievance procedure without the assistance of the Association. It shall further be the grievant's right to be accompanied by a representative of his/her own choosing at all levels. Any remedy provided in such a case shall not be inconsistent with the terms of this Agreement.

3.042 The Association shall have the right to be present at any/all hearings under the grievance procedure. The Association President shall be notified of all hearings, including date, time and location, to permit Association attendance at such hearings.

3.043 No reprisal will be taken against a bargaining unit member for having filed a grievance or participated in the grievance procedure.

3.05 INFORMAL STEP

The grievant shall discuss the grievance with the party at the lowest level who has authority to resolve the grievance. If the grievance is not resolved informally, the grievant may initiate a formal grievance.

3.06 FORMAL PROCEDURE

3.061 Level I

The grievant shall file the grievance in writing (Appendix B) with the immediate supervisor. The grievance shall be signed by the grievant, contain a concise statement of the complaint, the facts upon which it is based, the specific provisions of the Agreement alleged to have been violated, and the relief sought. A copy of the grievance shall be filed with the Association President. The party with whom the grievance is filed shall meet with the grievant, within ten (10) days and furnish the grievant and the Association his/her disposition, including his/her rationale for such disposition, in writing, within ten (10) days from such meeting. A copy of the disposition shall be filed with the Association President.

3.062 Level II

If the grievance is not resolved at Level I, or if no disposition has been made within the time limit set forth in Level I, the grievant may within ten (10) days file the grievance in writing with the Superintendent. Within ten (10) days after filing the Superintendent shall meet with the grievant. Within ten (10) days after the meeting, the Superintendent shall give his/her disposition, including the rationale for such disposition, to the grievant and the Association in writing.

3.063 Level III

If the grievance is not resolved at Level II (or if no disposition has been made within the time limits set forth in Level II), the Association only may within an additional ten (10) days request arbitration by filing a written notice of the

request with the Treasurer. Within ten (10) days after receipt of such request, either party may request the American Arbitration Association (AAA) to furnish a panel of fifteen (15) names. Selection of the arbitrator and the conduct of any arbitration hearing shall be in accordance with the AAA's Voluntary Labor Arbitration Rules. The arbitrator's decision shall be final and binding on the Association, grievant, and Board, subject to judicial appeal if the arbitrator exceeds his/her authority. The arbitrator shall not have the power to amend, modify, add to, or subtract from the terms of this Agreement.

Cost of the arbitrator and the AAA administrative fee shall be shared equally by the Association and the Board except that, in the event a grievance is appealed to arbitration but settled prior to commencement of the arbitration hearing, the arbitrator's cancellation fee (if any) shall be borne as follows: (1) solely by the Association if the grievance is withdrawn; (2) solely by the Board if the grievance is granted; (3) shared equally by the Association and the Board if the grievance is settled by means of a compromise. Otherwise, each party is responsible for its own costs.

ARTICLE IV
INSURANCE PROVISION

4.01 GENERAL PROVISIONS

4.011 Eligibility

A. A bargaining unit member contracted to work thirty (30) or more hours per five (5) day work week shall be eligible for full insurance coverage as provided under this Agreement.

B. All bargaining unit members who are regularly scheduled to work twenty (20) to thirty (30) hours per week during the school year, and who, as of January 1, 2006, had insurance, shall be eligible for Board payment of up to one hundred dollars ($100.00) per month toward member selected individual or family insurance benefits (health, term life, vision and/or dental insurance) provided the member's work schedule is not reduced to less than twenty (20) hours per week. Any cost above $100.00 shall be paid by the member.

   Anyone employed after January 1, 2006 and who is contracted for at least twenty-five (25) hours per week but less than thirty (30) hours per week, may participate in the health insurance program at the bargaining unit member's expense.

C. The cost to the bargaining unit member of such coverage shall be divided equally over twenty-four (24) pay periods.

4.012 A bargaining unit member may change the coverage status (single or family) under the terms established by the Stark County Schools Council of Government (COG).

4.013 New bargaining unit members must apply for coverage under the terms provided for in the COG. If the employee's first day worked is after the first scheduled work day in that month for one who holds the particular classification, insurance coverage will become effective as of the start of the next following month (for example, an employee who starts work on September 15 will become covered as of October 1).

4.014 Subject to the provisions of the COG, when an employee is granted a parental leave, he/she may continue to be covered under the health, dental, and vision insurance programs by reimbursing the Board for premium cost until termination of the parental leave. Failure of the individual to forward premium payments to the Board at the stipulated times will terminate this option.

4.015 Bargaining unit members shall not be asked, encouraged, or coerced to waive insurance benefits when changing employment status in the District.

4.016 Waiver of insurance shall not be a pre-condition for employment advancement in the District.

4.017 Employees may not be paid cash in lieu of insurance benefits.

4.02 HEALTH, DENTAL, AND VISION INSURANCE

4.021 The Board shall pay eighty percent (80%) of the cost of individual and family policies for health, dental, and vision insurance coverage.

4.022 The Board shall reimburse any member of the bargaining unit purchasing Medicare and Medicaid coverage the full cost of such coverage.

4.03 STARK COUNTY SCHOOLS COUNCIL

4.031 The Board may fully meet its obligations to provide health care benefits and services under this Agreement by participating in the health benefits program of the COG. The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications. See Plan booklet for COG adopted coverage information.

4.032 If agreement is reached by the COG and the Stark County OEA Office on common specifications, not already contained in this Agreement, for the COG member districts, such specifications will become amendments to this Agreement.

4.033 Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125 and through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the Board.

4.04 PREFERRED PROVIDER-DOCTORS/HOSPITALS

4.041 The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the COG Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO may continue such participation.

4.042 The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

4.05 PREFERRED PROVIDER-PRESCRIPTION DRUGS

4.051 The Board shall provide, through the COG, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

A. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

B. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

C. The deductible will be waived.

D. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

E. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

F. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Premium Holidays: If the employer receives a premium holiday(s), the employee shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

4.06 MEDICAL INFORMATION

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable

information may be shared only with the Chairperson of the COG and/or his/**her** designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

4.07 TERM LIFE INSURANCE

4.071 Term life and accidental death and dismemberment coverage in the amount of $50,000 for each employee.

4.072 Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

4.08 LIABILITY INSURANCE

Pursuant to Section 2744.08 of the Ohio Revised Code, the Board agrees to provide reasonable liability protection for bargaining unit members, at no cost to employees, through commercially purchased insurance, a self-insurance program, or a combination of the two. The Board may contract with any person(s) or other political subdivisions in fulfilling its obligation under this Section.

ARTICLE V
LEAVES

5.01 SICK LEAVE

5.011 A bargaining unit member shall be allowed to accumulate unlimited days of sick leave. Credit for sick leave shall be at the rate of one and one-quarter (1-1/4) days per month for full time members. A member shall receive notification of accumulated sick leave to date on a monthly basis.

5.012 A bargaining unit member, new to the District, shall be credited with five (5) days of sick leave as provided for in Section 3319.141 of the Ohio Revised Code. These five (5) days or any portion thereof may be used in case said member is unable to work because of any of the prescribed reasons for the use of sick leave before he/she has accumulated that amount of sick leave as prescribed for in Section 3319.141 of the Ohio Revised Code.

5.013 Notwithstanding the 2011 amendment to Section 3319.141 of the Ohio Revised Code, sick leave for a bargaining unit member employed on other than a full time basis shall be credited and deducted at a rate equal to the proportionate rate of employment set forth in his/her contract of employment.

5.014 Sick leave with pay may be used for the following reasons in accordance with Section 3319.141 of the Ohio Revised Code:

A. for absence of the bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others; and

B. for absence of the bargaining unit member due to illness, injury, or death in the immediate family of said member.

C. Sick leave may be used by the mother, following the birth of a child, during the six (6) calendar weeks immediately following the birth of the child. Thereafter sick leave may be used only with medical verification of an ongoing pregnancy-related disability.

5.015 The "immediate family" shall be defined as: spouse, children, parents (including foster or stepparents), daughter-in-law, son-in-law, siblings, grandparents, grand-children, legal guardian, spouse's children and parents (including foster or step parents), or remaining next of kin if the bargaining unit member has none of the above. In the event of death, “immediate family” also includes brother-in-law and sister-in-law, aunts and uncles.

5.016 Falsification of the reason for using sick leave is grounds for termination under Section 3319.16 of the Ohio Revised Code.

5.02 ALTERNATE ACCUMULATION

5.021 Notwithstanding the preceding provisions of this Article with respect to accrual of sick leave, a bargaining unit member may elect, on an annual basis, to accrue only seven (7) days of sick leave during the school year and then elect one of the following options with respect to sick leave credit earned during that school year that remains at the end of that school year:

A. Carry forward the balance subject to the maximum accrual per Section 5.011 or

B. Receive a cash benefit (using the bargaining unit member's daily base rate of pay) equal to one-half (1/2) of the balance; or

C. Carry forward a portion of the balance (subject to the maximum accrual per Section 5.011 and receive a cash benefit (using the bargaining unit member's base rate of pay) equal to one-half (1/2) of the remainder.

5.022 Any cash benefit to which the bargaining unit member is entitled under this paragraph shall not be subject to retirement contributions and shall be paid in one lump sum at the last regularly scheduled pay in the school year. A bargaining unit member's election to accrue sick leave benefits under this paragraph shall be strictly voluntary, must be made in writing on or before July 1 on the form prescribed by the Board, shall apply only to that school year and shall constitute a waiver of any and all rights during the school year to accrue sick leave under the preceding sick leave provisions of this contract or Section 3319.141 of the Ohio Revised Code or any provisions of law.

5.023 A bargaining unit member who elects to accrue sick leave benefits under this paragraph for a given school year must, in writing, select one of the above specified three options on or before May 1 of that school year. Failure to select by that date will result in the automatic carry forward of the unused balance (subject to the maximum accrual per Section 5.011). Balances carried forward are excluded from further cash benefits and a bargaining unit member who separates during the school year shall not be eligible for cash benefits provided under this paragraph.

5.03 SICK LEAVE DONATIONS

5.031 A bargaining unit member who, after attaining at least one (1) year of seniority under Article XVI, Section 16.04 of this Agreement, is absent for thirty (30) or more consecutive work days due to a catastrophic illness of the member or his/her spouse or minor child and whose sick leave is exhausted may qualify for donated sick leave days as specified in this Section. It is mutually recognized that pregnancy-related disabilities (including prescribed bed rest) do not qualify for donated days, although an extraordinary catastrophic complication might. A bargaining unit member whose sick leave has been exhausted by intermittent use does not qualify for donated days under this Section.

5.032 A bargaining unit member wishing to receive donated days under this Section may file a written application with both the Association President and the Superintendent. Unless both of these individuals conclude the application is without merit, the application will be referred to a committee composed of two (2) persons appointed by the Association President and two (2) persons appointed by the Superintendent which, by consensus, will determine whether the applicant is eligible for donated days and the number of days to be awarded. The 30-day requirement specified in subsection 5.031 above may be waived in an exceptional case. If the applicant is determined to be eligible, the Association will be responsible for informing bargaining unit members and obtaining donations.

5.033 A bargaining unit member must have at least fifty (50) days of accumulated sick leave in order to donate and cannot donate more than a total of five (5) days in any one (1) school year. A donating member will do so on the prescribed form available from the Board's Treasurer, and the donation is voluntary and irrevocable. The donation will be deducted from the donating member's accumulated sick leave balance and will then be mathematically converted to days applicable to a recipient (for example, a day donated by an 8-hour employee will be converted to two (2) days if the recipient is a 4-hour employee: a day donated by a 5-hour employee will be converted to 5/7 of a day if the recipient is a 7-hour employee, etc.) If the total of donated days is less than the days awarded to a recipient, only donated days will be awarded; donated days will no longer be accepted once the total equals the days awarded to a recipient.

5.034 No bargaining unit member may receive more than a total of thirty (30) donated days in any one (1) school year (July 1 through June 30).

5.035 Medical verification/certification of a bargaining unit member's catastrophic illness may be required.

5.036 If a bargaining unit member receiving donated days is eligible to apply for disability retirement benefits under SERS and the medical prognosis is that the member will not be able to return to work within a reasonably short time (normally 60 work days), the member will apply for SERS disability benefits; the Administration will assist the member in preparing the application, if requested. If awarded disability benefits by SERS, the member will no longer be eligible for donated sick leave days under these provisions.

5.037 A bargaining unit member participating in the alternate accumulation of sick leave under Section 5.02 of this Article is not eligible to donate or receive days under these provisions.

5.038 Decisions reached in the administration of these provisions are not grievable under Article III of this Agreement or otherwise open to challenge.

5.04 PARENTAL LEAVE

5.041 A bargaining unit member who intends to use parental leave shall notify the Superintendent in writing of the anticipated birth of the child and the anticipated delivery date as soon as possible after learning of such facts. Upon the birth of the child, the member shall be entitled upon request, to parental leave, without pay or benefits, for the balance of the school year and for the immediately succeeding school year.

5.042 A bargaining unit member on parental leave may continue to participate in the insurance coverage(s) provided by this Agreement by payment of the premium otherwise payable by the Board at the beginning of each month at the office of the Treasurer.

5.043 A bargaining unit member who adopts a child shall be entitled to parental leave under the conditions set forth above.

5.044 Any bargaining unit member desiring reinstatement for the succeeding school year must notify the Superintendent of this intent to return no later than April 1st. This deadline will be extended to August 1st if catastrophic circumstances which involve any members of the immediate household are verified. In any event, the member will be reinstated no later than the beginning of the next succeeding school year, unless an additional year of leave has been granted in accordance with 5.042. "Reinstatement", as used herein, shall mean reinstatement to the same position with the same contractual status which the member held prior to the leave, or, if the position is no longer available to a substantially equivalent position.

5.045 A bargaining unit member is eligible for parental leave after completion of one (1) year of initial employment by the District.

5.05 FAMILY AND MEDICAL LEAVE

5.051 Eligible bargaining unit members shall have the right to take up to a combined total of twelve (12) weeks of unpaid leave each year in connection with: 1) the birth and first-year care of a child; 2) the adoption or foster parent placement of a child; 3) the illness of member's spouse, child, or parent; 4) the member's illness; 4) FMLA-qualifying military situations arising when a member's spouse, son, daughter or parent is on active duty or is called to active duty status. Said leave shall not take the place of sick and/or maternity leave. Nor is said leave to run concurrently with sick and/or maternity leave. However, members must exhaust sick leave before using family medical leave.

5.052 For the purposes of this section, eligible bargaining unit members must have been employed by the district at least twelve (12) months. To be eligible for Family and Medical Leave, the employee must have worked at least 1250 hours during that 12-month period immediately preceding.

5.053 For the purposes of determining eligibility, year shall be a "rolling year" based on the date of first occurrence of the qualifying event.

5.054 Bargaining unit members who take leave also are entitled to the continuation of health benefits, to be paid by the school district, during the period of the leave. Bargaining unit members maintain but do not continue to accrue seniority during the time they are on leave.

5.055 The leave applies to paternity leave for fathers, adoption and foster placement, as well as to maternity leave for mothers. In all of these situations, the entitlement for childcare ends after the child reaches age one (1) or twelve (12) months after the date of adoption or foster placement.

5.056 Whenever possible, and/or if births, adoptions, or foster placements are foreseeable by bargaining unit members, they must provide thirty (30) days' notice to the employer of the date when leave is to begin. With respect to family or bargaining unit member illnesses that are foreseeable, the member must make a reasonable effort to schedule treatments at a time that does not disrupt the operation of the employer.

5.057 The Board may require that the bargaining unit member provide timely certification from his/her health care provider, or the health care provider of a family member as appropriate regarding 1) the date that the condition began; 2) the probable duration; 3) the necessity of leave, and the amount of time needed for such care; 4) the member's inability to perform their job functions. If doubt exists about this certification, the District may require at the District's expense, a second and/or a third health care provider to provide certification.

5.058 Bargaining unit members must exhaust sick leave, during such period as a valid basis for using sick leave exists, before using family medical leave; once the member is able to resume work, it is mutually recognized that the use of sick leave is no longer appropriate and the member will either return to work, go on family medical leave (if eligible), or go on some other form of unpaid leave (if eligible).

5.06 PERSONAL LEAVE

5.061 A bargaining unit member shall, for good cause shown, be entitled to three (3) days non-accumulated personal leave per year. Personal leave may not be used to pursue other employment including self-employment, to accompany spouse on a trip, or for vacation, leisure, or recreational purposes.

5.062 The request for personal leave shall be made to the Superintendent at least three (3) days in advance of the anticipated absence on a form to be prescribed by the Board. In case of emergency, request to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made. If circumstances make advance requests impossible, a member shall notify the Superintendent of the reason(s) for leave under this Section as soon as is practicable. Approval will, when necessary, be granted after the fact.

5.063 If personal leave is requested for three (3) days in a row, or if personal leave is requested during the first two (2) weeks of the school year or from May 1 to the end of the school year, the request must specify the reason for leave, such as:

A. Severe illness or death of a close personal friend or relative not covered under sick leave. (If the member has already exhausted sick leave and personal leave, three (3) additional days shall be granted under this Section for death in the immediate family.)

B. Court appearance as litigant or witness

C. Observance of religious holiday

D. Personal business that cannot be conducted on days other than work days or outside of school hours.

E. Legal transaction that cannot be conducted on days other than work days or outside of school hours

F. Attendance at graduation exercises of members of the immediate family

G. Participation in a wedding of a member of the immediate family

5.064 Notwithstanding any provision in this Article, personal leave will not be charged if the member is required by subpoena to appear on behalf of the Board in connection with matters that arose during the course and scope of the member's employment.

5.065 Except in emergencies, personal leave days for reasons (D) and (E), above, shall not be taken on the day before or the day after a holiday or vacation period, and shall not be taken on the first or last day of school. The requirement under this Section that a reason be specified also applies if personal leave is requested for the day before or the day after a holiday or

vacation period. It is understood that the Superintendent may inquire as to the nature of the personal business to the extent reasonably needed to confirm that the leave is appropriate.

5.066 Personal leave must be taken in minimum increments of one (1) day, except that a bargaining unit member may take one-half (1/2) day of leave if agreed to by his/her immediate supervisor on a case-by-case basis. Any unused personal days at the end of the school year will be credited to the bargaining unit member's accumulated sick leave balance.

5.067 With the approval of the Superintendent, members may take unpaid personal leave in situations where personal leave as described in Section 5.063 does not apply.

5.07 ASSAULT LEAVE

5.071 A bargaining unit member who, without fault, must be absent due to physical disability resulting from an assault on such member, which occurred in the course of Board employment, while on duty on school grounds during school hours or on a Board owned vehicle, or where required to be in attendance at a school sponsored function shall be eligible for assault leave.

5.072 Such leave shall be granted for the period of physical disability, not to exceed the remainder of the member's work year, upon the member delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement shall indicate the nature of the injury; the date of its occurrence; the identity of the individual(s) causing the assault, if known; the facts surrounding the assault; and the willingness of the member to participate and cooperate fully with the Board in pursuing legal action against the alleged assailants. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature and duration of the disability.

5.073 Payment for assault leave, less Worker's Compensation, will not be approved for payment unless and until the form or certificate, as provided, above, is supplied to the Treasurer. Falsification of either signed statement or a physician's certificate may be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

5.074 A bargaining unit member who exhausts his/her assault leave may use sick leave for the period of physical disability. If sick leave and the assault leave provided for herein become exhausted, the member may apply for further assault leave. Whether such additional assault leave is granted shall be determined solely by the Board at its discretion. Where the assaulted member receives benefits under the Retirement System, because of any disability, or because of age, or where the member's employment by the Board ceases for any reason whatsoever, this leave provision shall no longer apply and any assault leave payments shall automatically terminate.

5.075 A bargaining unit member not physically assaulted but threatened with physical harm and emotionally distraught as a result to the degree that the

member is unable to complete the day will, if the member reports the threat to the police, receive the remainder of the day off without loss of pay. If the following work day is also taken, it will be charged to sick leave.

5.08 PROFESSIONAL GROWTH LEAVE

Upon approval of the Superintendent, a bargaining unit member will be permitted to attend a conference(s) at Board expense, which may lead to his/her professional improvement.

5.09 CHAPERONE LEAVE

Bargaining unit members who are requested by the Superintendent or designee to accompany children in classes at Highland Local Schools, who will be involved in overnight trips, will be granted leave and paid seventy-five ($75.00) per night of chaperone service in addition to the hourly compensation for a regular work day. This Section does not preclude the Board from paying a higher amount per night of service.

5.10 JURY LEAVE

5.101 A bargaining unit member, required by law to report for jury duty, shall be compensated at his/her regular rate of pay for each day of such duty.

5.102 Time spent on jury leave will not be charged against any other leave under this Article.

5.103 A member required pursuant to a subpoena to attend as a witness in an action arising in the course of the member's employment, but excluding actions wherein the member is suing the Board, its members, employers, or agents, shall be granted paid time off under this provision.

5.11 MILITARY LEAVE

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

5.12 KIOSK PROVISIONS

The reporting mechanism for requesting an absence due to sick leave, personal leave, professional growth leave, chaperone leave, or jury leave under this Article is the Employee Kiosk. An absence attributable to sick leave not approved in advance is to be reported within twenty-four (24) hours of the bargaining unit member’s return to work. This provision does not affect or change the District’s call-in procedure for absences not approved in advance.

5.13 ATTENDANCE INCENTIVE

A bargaining unit member regularly scheduled to work more than twenty (20) hours per week will receive a $300.00 bonus if the member maintains perfect attendance for the entire work year (July 1 through June 30). The bonus for a member with perfect

attendance who is regularly scheduled to work twenty (20) or fewer hours per week will be $150.00. In all cases, work missed because of mandatory jury duty service will not be counted against the member's perfect attendance. Payment under this provision will be made by not later than the second regular pay day in July following the work year in question.

ARTICLE VI
WORK DAY/YEAR/HOURS AND MISCELLANEOUS WORK PROVISIONS

6.01 WORK WEEK/WORK YEAR

6.011 Work Week

Full-time bargaining unit members will not be required to work more than five (5) days in a calendar week to accumulate forty (40) work hours. Any hours worked in excess of forty (40) hours in a work week will be paid at the rate of time and one-half or, if authorized by the Superintendent, in compensatory time equal to one and one-half hours of compensatory time for each hour worked, up to an accumulation of two hundred forty (240) hours.

Nothing in this section shall prevent the Board from establishing a work week of less than forty (40) hours.

6.012 Work Year

Subject to changes made by State law regarding minimum school day requirements, the regular work year shall consist of the following number of days:

A. Custodians shall have two hundred fifty-two (252) working days and eight (8) paid holidays for a total of two hundred sixty (260) days.

B. Two hundred sixty (260) day secretaries shall have two hundred fifty-two (252) work days and shall be paid for eight (8) holidays.

C. Two hundred fourteen (214) day secretaries shall have two hundred seven (207) work days and shall be paid for seven (7) holidays.

D. Two hundred seven (207) day secretaries shall have two hundred (200) working days and seven (7) paid holidays.

E. Food Services employees and Latch Key personnel shall have one hundred seventy-eight (178) working days and seven (7) paid holidays for a total of one hundred eighty-five (185) days.

F. The transportation clerk shall have two hundred fifty-two (252) working days and eight (8) paid holidays for a total of two hundred sixty (260) days.

G. Playground and cafeteria aides shall have one hundred seventy-eight (178) working days and seven (7) paid holidays for a total of one hundred eighty-five (185) days.

H. Library aides shall have one hundred eighty-two (182) working days and seven (7) paid holidays for a total of one hundred eighty-nine (189) days.

I. Multi-handicapped/special education aides shall have one hundred seventy-eight (178) working days and seven (7) paid holidays for a total of one hundred eighty-five (185) days.

J. Bus drivers shall have one hundred seventy-eight (178) working days with seven (7) paid holidays for a total of one hundred eighty-five (185) days.

K. Bus mechanics shall have two hundred fifty-two (252) working days with eight (8) paid holidays for a total of two hundred sixty (260) days.

L. Preschool aides shall have one hundred fifty (150) working days and seven (7) paid holidays for a total of one hundred fifty-seven (157) days.

M. Office aides shall have one hundred eighty-two (182) working days and seven (7) paid holidays for a total of one hundred eighty-nine (189) days.

N. If the bargaining unit member is approved to work time additional to the above terms, such additional work will be recorded and paid by time sheet.

6.013 A bargaining unit member who is required to work an extra day during leap year shall be paid for the additional day worked.

6.014 <u>First Day In-service</u>

Bargaining unit members required to report for work for the first day in-service may be included in the activities of the District's first day in-service and may include the following:

1. New bargaining unit members should be recognized with other new employees of the district.

2. The morning may consist of the district wide meeting.

6.015 Except as otherwise authorized in this Agreement daily consecutive duty hours for a full-time bargaining unit member shall include an appropriate lunch period.

6.02 <u>HOLIDAYS</u>

6.021 A bargaining unit member will only receive holiday pay for such holidays where such person accrued earnings on his/her last preceding and his/her next scheduled work days before and after such holiday, or was properly excused from attendance at work on one or both of those days.

A. The following days shall be considered legal paid holidays for regular 12 month bargaining unit members:

Labor Day	Martin Luther King Day
Thanksgiving Day	President's Day
Christmas Day	Memorial Day
New Year's Day	Independence Day

B. The following days shall be considered legal paid holidays for 9, 10 and 11 month bargaining unit members:

Labor Day	Martin Luther King Day
Thanksgiving Day	President's Day
Christmas Day	Memorial Day
New Year's Day	

Regular bargaining unit members employed less than nine (9) months shall be entitled to a minimum of those holidays as enumerated in this Section which fall during the member's time of employment.

For purposes of determining whether a person who is not in the employ of the Board on Labor Day is in compliance with the requirement of this section that states that in order for a non-teaching employee to be eligible for Labor Day holiday pay he/she must have accrued earnings on the scheduled work day immediately preceding Labor Day or have been excused from attendance at work on that day, the Board shall count the employee's last scheduled work day of his/her preceding period of employment as his/her last scheduled day of employment.

6.03 VACATIONS

6.031 Bargaining unit members who are employed for eleven (11) months or more per year shall annually be eligible for paid vacation as follows:

After 1 year of employment:	2 weeks vacation
After 10 years of employment:	3 weeks vacation
After 18 years of employment:	4 weeks vacation

Further clarifying the operation of this provision, an employee will qualify for 3 weeks of vacation as of the start of his/her eleventh (11th) year of employment, and an employee will qualify for 4 weeks of vacation as of the start of his/her nineteenth (19th) year of employment. All service time under this Article must be accumulated in the District.

6.032 For purposes of this Section, bargaining unit members hired by the Board after July 1 shall be credited with vacation days at the rate of one (1) per full calendar month of service, not to exceed a total of eight (8) working days. Such vacation days may be used, with prior approval granted in accordance with 6.034 below, as of the next following July 1. Each year thereafter**,** vacation will be calculated per 6.031 above on a July 1 to June 30 basis. Further clarifying the operation of this provision in conjunction with 6.031 above, an employee will qualify for 3 weeks of vacation as of the start of his/her eleventh (11th) full year of

employment, and an employee will qualify for 4 weeks of vacation as of the start of his/her nineteenth (19th) full year of employment.

6.033 Upon notice from bargaining unit member, any accumulated vacation time shall be paid upon termination of employment.

6.034 Each bargaining unit member may utilize his/her vacation any time during the calendar year if prior approval is granted by his/her immediate supervisor and Superintendent or designee. The reporting mechanism for requesting vacation time is the Employee Kiosk.

6.04 INSERVICE

If the Board requires a bargaining unit member to attend an inservice program outside the member's regular work day, said member shall be compensated at his/her regular rate of pay.

6.05 TRAINING FOR SPECIAL PROCEDURES

A bargaining unit member required to perform medically related or other extraordinary procedures for students with special needs will receive training appropriate to the particular procedure. The Board will pay the cost of one exam for members taking the state mandated paraprofessional exam.

6.06 UNIFORMS

The Board shall purchase up to five (5) uniforms and/or shirts per year for each bus mechanic, custodian, and food service member. A minimum of five (5) shirts per year shall be purchased for each food service member. The number of uniform and/or shirt purchases will be modified if mutually agreed on by both the bargaining unit member and appropriate supervisor. The Board will also purchase a pair or work boots for bus mechanics on an as needed basis. The member will be responsible for care and maintenance of the uniforms and/or shirts. Members must wear the uniforms while on duty except on specific event days when approval has been granted by their immediate supervisor and building administrator. Transportation (drivers) shall receive a jacket once every six (6) years. Transportation drivers must work one (1) year for the District before receiving the jacket.

ARTICLE VII
COMPENSATION

7.01 SALARY SCHEDULE

Each bargaining unit member shall be compensated in accordance with salary schedule(s) found in Appendix A. Annual pay step increases will be effective on July 1 of each calendar year for work performed after that date.

7.011 A bargaining unit member with 27 or more years of wage schedule credit as of July 1, 2015 will receive a one-time payment of $500.00.

7.02 SEVERANCE PAY

7.021 A bargaining unit member, at the time of retirement from active service with the Board, and with ten (10) or more years of service with the District shall receive severance pay equal to one-fourth (1/4) of the value of the member's accrued but unused sick leave at the time of retirement. This payment shall be based on the member's per diem rate of pay (exclusive of any compensation under a supplemental contract) at the time of retirement. A member may receive only one payment under this Section and the aggregate value of the payment shall in no event exceed the value of eighty-four (84) days accrued but unused sick leave. As used in this Section, "retirement" means disability or service retirement under the School Employees Retirement System (SERS).

7.022 Upon death during employment of a bargaining unit member, severance pay shall be made as if the member had retired the day before the death. Payment shall be made to the surviving spouse of the deceased member; and if there is no surviving spouse, payment shall be made to the estate of the deceased member.

7.023 Any bargaining unit member entitled to severance pay may voluntarily elect to defer such pay to an annuity contract or custodial account that meets the tax-qualification requirements of IRC Section 403(b) in lieu of payment directly to the retiring employee. Any such contribution to the Section 403(b) plan shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) plan.

7.03 VACATION PAY UPON SEPARATION OF EMPLOYMENT

7.031 Payment to Bargaining Unit Member

Upon separation from employment, a bargaining unit member shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation.

7.032 Payment to Dependents

In case of the death of a bargaining unit member, such accrued and unused vacation leave and pro-rated portion for the current year shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his/her estate.

7.04 PAY SCHEDULE

7.041 A bargaining unit member shall be paid over twenty-six (26) equal bi-weekly pays. The parties recognize that every several school years, by operation of the calendar, a three-week hiatus between pays is necessary in order to avoid a twenty-seventh (27th) pay within a school year.

7.042 All bargaining unit members will be paid by direct deposit.

7.043 If the individual contract is terminated during the school year, the total sum due the bargaining unit member may be paid on the first or second scheduled pay day following the member's last day of service. The payment will be made on the first pay day if practicable.

7.044 If the individual contract is terminated or not renewed at the end of the contract year, the total sum due the bargaining unit member shall be paid at the next scheduled pay day following the close of school, if the member so desires.

7.05 OVERTIME

7.051 Bargaining unit members who actually work in excess of forty (40) hours in a work week will be paid at the rate of time and one-half for all hours worked or, if requested by the member and authorized by the Superintendent, in compensatory time equal to one and one-half hours of compensatory time for each hour actually worked, up to an accumulation of two hundred forty (240) hours of compensatory hours.

7.052 For the purpose of this Section, forty (40) hours of actual work is a pre-requisite to being paid overtime, except that paid holidays are included in the above forty (40) hours.

7.06 CALAMITY DAYS

7.061 Days that school is not in session due to "calamity days" declaration by the Superintendent shall be paid at bargaining unit member's appropriate rate of pay for any member who is normally scheduled to work on that day.

7.062 Should bargaining unit member be called into work on a District-wide calamity day, he/she shall be paid at twice his/her hourly rate of pay for the time actually worked inclusive of calamity day pay for a minimum of two **(2)** hours. Example: member who normally is scheduled to work eight (8) hours on the calamity day and is required to work two (2) hours on that day will be paid at the rate of two times for two (2) hours and straight time for six (6) hours. No other calamity day payment will be made.

If make-up days are scheduled for any calamity days, no additional payments will be made for working on a make-up day. The Board agrees not to schedule make-up days for the first five (5) calamity days in the school year.

Calamity day's time off shall not be counted in determining bargaining unit member's sick leave, personal leave or vacation.

7.07 TRAINING COMPENSATION

A bargaining unit member directed by the administration to train other members shall be compensated seventy-five cents ($.75) per hour in addition to their regular hourly rate.

7.08 MILEAGE REIMBURSEMENT

7.081 Bargaining unit members required to drive their own automobiles as part of their jobs shall be entitled to reimbursement, payable monthly. Reimbursement shall be at the current Internal Revenue Service rate effective January 1 each year.

7.082 Upon submission of receipts, all bargaining unit members shall be reimbursed for parking fees and tolls when they are related to their job.

7.09 CALL BACK PAY

7.091 If bargaining unit members are required to perform building checks outside of their regular work schedules, they will be paid for time actually worked with a minimum of two (2) hours pay.

7.092 Building checks on holidays shall be a minimum of two (2) hours pay at twice the regular rate of pay (double time).

7.10 PRE-SCHOOL AIDE TRAINING

Pre-school aides shall receive in-service training from the District for renewal of licenses/certificates. If the District fails to provide in-service training for the renewal of licenses/certificates of pre-school aides, the District shall reimburse all pre-school aides for approved outside in-service time.

ARTICLE VIII
ASSOCIATION RIGHTS

8.01 NO REPRISAL

Neither the Board nor the Association shall take action of any kind to discipline or take any reprisal of any kind upon any employee organization, the Board or any individual(s) as a result of negotiations between the Board and the Association, or by reason of membership or non-membership in the Association, or participation in any Association or Board activities.

8.02 ASSOCIATION LEAVE

8.021 The Superintendent shall grant an accumulative total of up to fifty- six (56) hours of paid leave per school year to bargaining unit members**,** selected by the Association, to attend any meetings, conferences or conventions. The Association President may request up to sixteen (16) additional hours per school year for him/herself or other members to conduct required HSSA activities. The Association shall reimburse the Board for the substitute's salary and SERS contribution for these additional hours.

8.022 Under normal circumstances, the Association President shall notify the Superintendent of the date(s) such bargaining unit members will be absent five (5) days in advance of the expected date(s) of absence. The Superintendent

shall then notify the building principal(s) or supervisor(s) involved of these dates so that a substitute may be obtained.

8.03 ACCESS TO BUILDINGS

Representatives of the Association will have access to school buildings, duplicating equipment and bargaining unit members upon notification and approval of the Administrator in charge of the work site or member. Permission shall be given as long as it does not interfere with work, or school business, and as long as it does not interfere with duties assigned by the Board and the Administration.

8.04 AVAILABILITY OF INFORMATION

8.041 Upon reasonable request, the Board will provide the Association with such information as reasonable and necessary for the Association to process grievances under this contract and to prepare proposals for negotiations.

8.042 The Superintendent or designee shall provide the Association President with a copy of a seniority list on or about December 1 of each year. This list shall include:

1. A support staff member's specific area(s) of classification
2. A support staff member's employment date
3. All administrative employees who hold continuing contracts

8.05 BOARD MEETINGS

The Association President will be provided with copies of minutes of official meetings of the Board and any other documents related to matters set forth in Section 8.04. The Board will provide the Association with Board agenda materials, excluding any confidential materials, prepared for distribution to Board members at official meetings as soon as possible after such meetings. A copy of the official agenda of each Board meeting and any related public documents (attachments) will be given to the Association President when such materials are ready for Board distribution, but, in any event, prior to the start of each official Board meeting.

8.06 USE OF BUILDINGS

The Association may have the use of the facilities of school buildings for meetings without fee upon notification and approval of the Administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with work, school or school business, or any previously scheduled activity in said building. If special custodian services are required, the Board may charge the Association the actual cost of such services. The Administrator in charge of the building shall receive at least three (3) working days advance notice of the time and place of such meeting(s).

8.07 BULLETIN BOARDS

The Association may use bulletin board space to disseminate information to members provided the materials posted are identified as Association posting.

8.08 USE OF SCHOOL MAIL

The Association will have the right to use the inter-school mail system to distribute Association materials consistent with building and ~~School~~ District procedures providing such mail is designated as Association mail.

8.09 BARGAINING UNIT LIST

8.091 The Association will be provided the names, addresses, and building assignments of all bargaining unit members by September 15.

8.092 The Association President will be provided with the names of all retiring bargaining unit members as soon as the information is available.

8.10 ASSOCIATION DUES

8.101 Any bargaining unit member may have his/her Association dues deducted from his/her pay upon presentation of a written deduction authorization signed by the member on or before September 30 of any contract year that the member begins payroll deductions. Member authorizations shall be continuing from year to year unless, between September 1 and September 15, the member advises the Treasurer in writing that authorization is being withdrawn.

8.102 The Association shall certify to the Board, not later than October 1 of each year, the current amount of Association dues. By not later than October 15 of each school year, the Board shall furnish the Association President a list of those bargaining unit members who have voluntarily authorized payroll deduction of Association dues. If authorized in writing to the Treasurer, dues will be deducted beginning in October in equal installments over the next twenty (20) pay days in the school year.

8.103 In the event a member severs employment, the Treasurer shall deduct all owed and remaining dues from that member's last pay.

8.11 FAIR SHARE FEE

8.111 A Fair Share Fee shall take effect once the Association's membership reaches ninety percent (90%) of potential membership.

8.112 The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Agreement. Bargaining unit members who, as of January 1, 2009, were not members of the Association will not be required to pay a fair share fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

8.113 Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the

Association, and a list of Fair Share Fee payers shall be transmitted by the Association to the Treasurer of the Board on or about September 30 of each year during the term of this Agreement.

8.114 Payroll deduction of such annual fair share fees shall commence on the first pay in January continuing through July. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the pays for that school year.

8.115 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The balance of the annual Fair Share Fee shall be deducted from the final pay check of the bargaining unit fee payer resigning his/her position, receiving a leave of absence or having his/her employment terminated after January 1 of any school year during the duration of this Agreement.

8.116 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

8.117 The Association recognizes its obligation to fairly and equitably represent all bargaining unit members whether or not they are members of the Association.

8.118 The Association agrees to indemnify the Board for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;

4. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

ARTICLE IX
INDIVIDUAL RIGHTS

9.01 PAYROLL DEDUCTIONS

In addition to those deductions required by law for Local, State and Federal income taxes and the Ohio State Employees Retirement System (SERS), each bargaining unit member shall be entitled to the following payroll deductions:

A. Tax Sheltered Annuities

The Board agrees that, pursuant to Internal Revenue Code (IRC) Section 403(b), and Section 457 (b) and subject to the restrictions and limitations outlined below, bargaining unit members may elect to enter into salary reduction agreements under which the Board will make contributions from the member's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity") and/or IRC Section 457 (b). The following restrictions and limitations apply with respect to such matters:

1. The Board may restrict the timing of the member's salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b) - 1(b) (3). Members must make their elections in writing.

2. Members are responsible for limiting the amount of their contributions to the Internal Revenue Code limits and must sign the certification that is Exhibit A to this Agreement. The Board may, but is not required to, restrict or limit contributions on behalf of members to the extent that it believes that the total contributions for member will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.

3. In accordance with Section 9.91 of the Ohio Revised Code, the Board requires that five (5) members elect to have contributions made to or through an annuity or custodial account provider or broker before the Board will make contributions to or through such entity, not to exceed twelve (12).

4. In accordance with ORC Section 9.91, the Board may require all tax sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from liability.

The Board will make reports to the Internal Revenue Service (e.g. Form W-2s) and withhold federal, state school district and local income taxes and employment taxes as it believes it is required to do by law.

B. Insurance Coverage

Payroll deductions for coverage will be made upon submission to the Treasurer of a written authorization by the affected bargaining unit member. The Treasurer shall forward authorized deductions to the insurance company without undue delay. Subject only to the restrictions and conditions imposed by the insurance company, if any, authorization of such deductions may be revoked at the will of the affected bargaining unit member by submission of written notice to the Treasurer.

C. Political Contributions

1. Payroll deductions for contributions authorized in accordance with state and federal laws will be made upon submission to the Treasurer of a written authorization by the affected bargaining unit member. The Treasurer shall forward authorized deductions without undue delay.

2. The member and the Association agree to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to the deductions from pay as provided in this Article exclusive of claims against the Board of noncompliance with any provisions of this Article.

9.02 PERSONNEL FILE

9.021 All personnel files shall be filed in the office of the Superintendent.

9.022 A. A bargaining unit member shall have the right, upon request to the Superintendent, to inspect his/her personnel file. A request to inspect a personnel file will be granted as soon as practicable and in no event more than three (3) working days after such request is received.

B. A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such reviews.

C. If any person, other than the employee's immediate supervisor or other appropriate administrator, Board member, agent of the Board or Central Office Staff seeks to review the personnel file of a bargaining unit member, the member shall be notified, in advance, of said review. He/She shall be afforded the opportunity to be in attendance at such review and may be accompanied by a representative of his/her choice.

9.023 All personnel records shall be kept up to date and on file for reference at all times. A bargaining unit member has the responsibility to supply current information to the Superintendent on items such as transcripts, certificates, licenses, and tuberculosis chest x-ray tests.

9.024 No data may be physically removed from a personnel file. Information may, however, be copied at no cost to the bargaining unit member for the first twenty (20) pages and a cost thereafter not to exceed five (5) cents per page.

9.025 A bargaining unit member shall be given a copy of all material, which is directed toward him/her and subject to inspection under this Article, prior to such material becoming part of his/her personnel file.

9.026 A bargaining unit member shall have the opportunity to reply to such written material in a written statement which shall be attached to and become a part of his/her personnel file.

9.027 Anecdotal records, reprimands, letters from parents or school officials or other school personnel, as long as such records, reprimands, or letters do not establish a repetitive type of behavior, shall be removed from the personnel file after three (3) full school years.

9.028 Anonymous letters or materials shall not be placed in bargaining unit member's file nor shall they be made a matter of record. Each item included in the file from officials of the District shall be dated and signed by those who submitted such items for the file.

9.029 No records indicating students' performance on standardized tests will be placed or maintained in the personnel file.

9.030 After inspection, the bargaining unit member shall have the right to protest the file's information's accuracy, relevance, timeliness, or completeness. The member shall also have the right to submit evidence to the Superintendent to substantiate the claim. After review by the Superintendent, the protested information may be removed if, after investigation, the Superintendent determines that the information cannot be verified or if it is found to be inaccurate. If the employee is not satisfied with the Superintendent's determination, he/she may submit a statement of position (not more than one hundred words) on the disputed information which will be included in the personnel file.

9.03 MAILBOXES

Individual mailboxes shall be provided at each work site by classification for the bargaining unit members.

9.04 CLASS SUPERVISION

Bargaining unit members shall not be required to provide instruction to classes, but may be asked to supervise a class in a teacher's absence. Every attempt will be made to obtain certified coverage for teachers who are absent from their classes.

9.05 RIGHT TO REPRESENTATION

Bargaining unit members shall have the right to be represented by the Association at any investigative or disciplinary meeting with the Administration. A member who intends to exercise this option shall inform the Administration in advance of his/her intent to be accompanied by Association representatives and the identity of said representatives. Should a meeting become disciplinary in nature, an employee may request adjournment until appropriate representation is available.

9.06 EMPLOYMENT NOTICES

Bargaining unit members shall be issued a written employment notice containing the following information:

A. Hourly rate of pay
B. Years of experience
C. Classification
D. Anticipated regularly scheduled work hours.

Notice of hours (Item D) for bus drivers may be delayed until the route bids are completed. The member will be advised of changes in pay rate, classification and/or hours which occur after the notice is issued.

9.07 WORKER'S COMPENSATION

9.071 All bargaining unit members covered under this agreement are protected under the Ohio Worker's Compensation Act.

9.072 An injury incurred while performing assigned responsibilities shall be reported to the injured member's supervisor or other designated representative and an application for benefits may be filed with the Bureau of Worker's Compensation.

9.073 An injured bargaining unit member shall have the option of applying for worker's compensation or using accrued sick leave.

9.08 ATTENDANCE AT PROFESSIONAL IN-SERVICE MEETINGS

A bargaining unit member required by the Board to attend an inservice meeting or other meeting outside of the member's regular schedule shall be compensated at the member's regular hourly rate of attendance at such meeting. In the event that attendance at such meeting results in the member working in excess of forty (40) hours in a work week, he/she shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

9.09 CONTRACTS

Contracts of employment shall be in accordance with Section 3319.081 of the Ohio Revised Code.

9.10 PROBATIONARY PERIOD

9.101 A newly hired bargaining unit member shall serve a probationary period of ninety (90) working days. During that time the member shall have no seniority rights and may be discharged by the Board policy and procedure. The probationary member shall not have recourse to the grievance procedure in the event of discipline or discharge. At the conclusion of the probationary period, seniority shall be computed from the beginning of the probationary period.

9.102 During that probationary time a member shall not have an expectancy of continued employment and may be removed without cause, and shall not be

entitled to appeal under the grievance procedure in the event of discipline or discharge.

9.103 In the event the Superintendent intends to recommend that a bargaining unit member be discharged during the probationary period, that member will be granted, upon request, a meeting with the Superintendent to discuss his/her recommendation.

9.104 If a bargaining unit member moves from a classification to a different classification, the member will serve a probationary period of thirty (30) working days in the new classification during which the member may elect to return to his/her prior assignment or the Administration may return the member to his/her prior assignment.

9.11 HEALTH AND SAFETY CONCERNS

9.111 A bargaining unit member who has a health or safety concern regarding students or other Board employees shall discuss the matter with his or her immediate supervisor. If not addressed satisfactorily, or in a timely fashion, the concern shall be reduced to writing and submitted to the immediate supervisor with a copy to the Superintendent. The Superintendent or administrative designee shall respond in writing to the member who voiced the concern and the Association within ten (10) days. No reprisal shall be taken against a~~n~~ member for exercising this procedure. Failure to bring an obvious or reasonably discernable threat to the health or safety of students or other Board employees to the attention of the immediate supervisor and/or the Superintendent in accordance with this procedure may result in appropriate disciplinary action.

9.112 Smoking is not permitted on school grounds.

9.12 ADMISSION TO CO-CURRICULAR ACTIVITIES

The Board will continue its practice of furnishing each bargaining unit member a staff pass entitling the member to two (2) free tickets to any co-curricular activity sponsored by the Board. Upon submission of a written notice, a bargaining unit member shall receive two (2) additional free tickets to any co-curricular activities sponsored by the Board.

ARTICLE X
EVALUATION PROCEDURE

10.01 FREQUENCY OF EVALUATION/OBSERVATIONS

Each bargaining unit member shall be evaluated according to a uniform prescribed procedure no less than once during his/her probationary period (established under Article IX, Section 9.10 of this Agreement) and no less than twice during his/her first twelve (12) months of employment. Beginning with the third (3rd) year of employment, there shall be at least one (1) evaluation every three years or more often as deemed necessary, but not more than twice a year. There shall be at least six (6) weeks between evaluations provided no deficiencies are noted during the six (6) week period.

10.02 EVALUATION REPORTS

Evaluation reports shall be made by the immediate supervisor, building principal, and/or Superintendent or administrative designee. A signed, dated copy of these evaluation reports is to be submitted to the bargaining unit member and a post-conference held within ten (10) school days of the evaluation. After reading the evaluation report, the member shall sign all copies of said report. No member shall be requested to sign any evaluation report until it is fully completed and signed by the evaluator. By signing the report the member only acknowledges having read the report. The signature does not indicate agreement with the content of the evaluation report.

10.03 REBUTTAL

The bargaining unit member may reply in writing to the evaluation report within thirty (30) days after receipt of the evaluation. This written, signed reply shall be attached to the copy of the report placed in the personnel file of the member.

10.04 PURPOSE

10.041 Promote a better understanding of job requirements, expectations of the employer, performance objectives, and attempt to mutually correct deficiencies.

10.042 Be one of the factors considered in making promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

10.05 EVALUATION INSTRUMENT

The Superintendent and Association President will collaborate on any modification to the evaluation instrument.

10.06 TIME LIMITATIONS

The parties mutually recognize that the number and frequency of evaluations and the time limits contained in this Article may be reasonably adjusted when the bargaining unit member is employed after the start of a school year, or is granted a leave of absence for part or all of a school year.

ARTICLE XI
ASSIGNMENT AND TRANSFER

11.01 PHILOSOPHY

The Board and the Association agree that assignment and transfer of bargaining unit members shall be on the basis of what is in the best interest of the students. Whenever practicable, the desires of the individual bargaining unit member shall be accommodated. To aid in the implementation of this, the following rules shall apply:

11.02 ASSIGNMENT

If a bargaining unit member's assignment changes for the next school year, written notice shall be given to the member prior to the last day of school. If circumstances require that a change in assignment for the next succeeding school year be made subsequent to July 1, the change in assignment shall be discussed with the affected bargaining unit member prior to the change in assignment. Specific reasons for making the change in assignment after July 1 shall be discussed with the affected member of the bargaining unit prior to the change in assignment. Specific reasons for making the change in assignment after July 1 shall be given to him/her at that time.

11.03 VOLUNTARY TRANSFER

11.031 When the Board determines that there is a bargaining unit position opening or a position opening at the supervisory level, notice of such opening will be posted in each work site. A copy of the posting shall be provided to the HSSA President. If an opening occurs during the summer recess, the notice will be posted on the District's website and also communicated by a global email to bargaining unit members' school email address and via E-Alert. Such posted notice shall set forth the qualifications necessary for the position, a brief description of job duties, and the present rate of compensation.

11.032 A bargaining unit member desiring to be considered for such opening shall file a written request for such consideration with the Superintendent or his/her designee within five (5) work days of the "posting" of the notice. With respect to a summer recess notice, this time limit shall be extended to ten (10) calendar days after. Posting on the District's website; however, openings not know to the Administration prior to July 15 may be filled after a three (3) calendar day period during which the Superintendent will attempt to contact interested bargaining unit members.

11.033 Any bargaining unit member who applies for an opening pursuant to this section and who meets the qualifications for the posted position will be given full consideration over outside applicants based upon the member's qualifications, special skills relevant to the position, the ability to perform the essential functions of the job, prior related work experience, performance evaluations (at least satisfactory or above), strong human relations skills, discipline history, and the expectations of the position. The most qualified candidate will be selected based on the interview process and the above criteria. Applicants who did not receive the position shall be notified in writing of that outcome. The name of the successful candidate, upon acceptance of the position, will be furnished to the Association President.

11.034 All internal applicants within the posted classification and all qualified internal candidates shall be interviewed for the posted position.

11.04 INVOLUNTARY TRANSFER OR REASSIGNMENT

11.041 Notice of an involuntary transfer or reassignment shall be given the affected bargaining unit member as far in advance of the transfer or reassignment as is practicable. To the extent possible under the circumstances, any member

transferred or reassigned under this Article shall be placed in a position equivalent to that held prior to the transfer or reassignment.

11.042 A bargaining unit member who is involuntarily transferred or reassigned may choose to resign and seek employment elsewhere.

11.05 SPECIAL EDUCATION AIDES

Where an aide is assigned to a particular special education student(s) and, for whatever reason, such student(s) no longer needs the services being provided by the aide, it is mutually recognized and agreed that the employment of the aide may thereupon be terminated or reduced, as appropriate, by written notice to the bargaining unit member from the Superintendent. Such an aide's individual contract of employment will specify that the member has a student-specific assignment.

ARTICLE XII
TRANSPORTATION DEPARTMENT

12.01 SCHOOL BUS OPERATION

12.011 School bus drivers will operate school buses and will conduct themselves under the rules and regulations as established by the Ohio Revised Code, the Ohio Department of Education and the Board. Each bus operator shall be given a copy of any/all policies pertaining to transportation. Mechanics shall not be required to transport students unless a regular driver is unavailable.

12.012 The Board shall provide bargaining unit members who operate vans for the purpose of transporting students a minimum of two hours of safety training. A list of members completing safety training shall be kept in the transportation department.

12.02 BUS DRIVER ABSENCE REPORTING

12.021 A school bus driver reporting an absence shall contact the Transportation Department. When possible the driver will contact the Director, or his/her designee, the evening before the absence. Absences shall normally be reported at least one (1) hour prior to starting time. In an emergency, notification shall take place as soon as practical.

12.022 A driver who is absent from his/her regular route for one-half (1/2) day or less for reasons related to illness of an immediate family member, shall not be denied the opportunity to drive a previously assigned trip. The driver(s) must inform the transportation office of his/her intent at the time of the absence.

12.03 STUDENT LISTS

The Transportation Supervisor shall provide a list of the students by street address, including phone numbers, for students riding each bus prior to the beginning of the school year. Each regular driver shall submit an updated list to the Transportation Department as soon as possible after the beginning of the school year. The Transportation

Department will provide a list of any students who have any physical disability or special needs.

12.04 WORK REQUESTS

All work requests submitted to the Director shall be in triplicate and contain the bus driver's name, bus number, date, mileage, and a description of the work to be completed.

12.05 SUPPLIES

The Transportation Department shall be furnished all cleaning equipment and supplies necessary to properly maintain the school bus.

12.06 LAYOVER TIME

During layover time between routes, the driver shall make use of this time for minor cleaning, to inspect and report maintenance items on his/her school bus.

12.07 ADDITIONAL TIME FOR UNUSUAL CIRCUMSTANCES

A driver will be compensated at the driver's regular rate of pay when the driver is authorized and required to work more than the driver's stated hours to perform job duties. Administrative approval for payment is required. This Section does not apply to field trips or to route delays caused by the driver.

12.08 BUS CLEAN-UP

12.081 With the approval of the Director, bus operators shall be responsible for cleaning the outside of their bus during the school year. If such cleaning must be done outside of the regularly scheduled work hours, bus drivers will be compensated at their regular rate of pay.

12.082 Each bus will be thoroughly cleaned (interior and exterior) at the conclusion of each school year. Cleaning schedules to be determined by the Supervisor of Operations. Supplies shall be furnished by the Board. If a driver does not wish to clean his/her bus, a sign-up sheet shall be posted for these jobs. Other drivers may sign up for these jobs and will be compensated at their regular hourly rate of pay up to a maxi-mum of eight (8) hours per bus. Payment shall be made after inspection by the Transportation Supervisor.

12.09 ROUTE ASSIGNMENT

12.091 Posting of Specific Routes

Normally, the specific route(s) for the coming school year shall be posted at the bus garage no later than two (2) full weeks prior to the first day of school for students. The posting shall at least include times, duties, bus assigned, number of students expected.

The development of all bus routes shall be the responsibility of the Director. Drivers are, however, encouraged to offer their constructive suggestions on the development of routes during the summer months when routes are established.

12.092 Selection of Routes

During the two (2) weeks prior to the first day of school for students, a meeting shall be held to determine routes for each driver. The date and time for said meeting shall be posted in the bus garage prior to the end of the preceding school year. Attendance at this meeting shall be paid at the bargaining unit member's regular rate of pay in accordance with Appendix A. He/She shall have the opportunity to select, in order of classification seniority, the routes as posted.

Following assignments of available routes to respective drivers, changes initiated by drivers shall not be made without the prior approval of the Administration without just cause for change being shown.

12.093 Routes Available During School Year

Should a route(s) become available during the school year, it shall be posted in compliance with this Agreement. Only those drivers for whom the posted route would result in an increase in hours shall be eligible to bid. The routes shall be awarded to the eligible bidder on the basis of classification seniority. Subsequent opening(s) caused by this procedure shall be filled in like manner. Bids on bus routes during the school year shall be limited to one (1) bid per bus driver per year, provided that the bid is successful. If no eligible driver bids on a route which becomes vacant during the school year, the Director shall assign the vacant route to a qualified driver regardless of seniority. In assigning such routes for the following school year, Paragraph B of this section shall apply.

12.094 Bus routes shall include fifteen (15) minutes preparation time. All pertinent inspection forms shall be completed and turned in to the transportation office on the day of the trip.

12.095 If bargaining unit member is required to perform mail drop duties outside of regularly scheduled work hours, the member will be compensated at the member's regular rate of pay.

12.096 Special Education runs shall be bid separately. The most senior applicant who is determined by the Superintendent, or designee, to be most qualified shall be assigned to the route.

12.097 All special education runs shall be compensated on the basis of actual hours worked. Drivers of special education runs may be assigned duties that are independent of a particular school's schedule.

12.098 Drivers of special education routes may be required to participate in training sessions up to eight hours at their regular hourly rate of pay.

12.10 FIELD TRIPS

12.101 A. All field trips not subject to other assignments pursuant to this Article shall be posted on the Transportation Department's bulletin board. Interested drivers may sign up. However, if the transportation office receives at least 24 hours advance notice of a change in departure time after the trip's initial posting, the driver may relinquish the trip without penalty, in which case the trip will be covered using the procedure appearing in 12.1011 below; the driver must decide whether to relinquish promptly upon learning of the changed departure time. The trips will be assigned on a rotating basis by classification seniority to drivers who sign up within twenty-four (24) hours of the posting. If a driver should not be able to fulfill the obligation, once assigned, he or she will miss the next trip for which the driver qualifies. Once assigned, a driver cannot relinquish the assignment for another. Posting of field trips for the following week (Monday-Sunday) will be posted by 4:00 p.m. on Wednesday and trips will be assigned by 4:00 p.m. on Thursday. If more than one (1) field trip falls on the same day, the order of posting of trips for that day will be by the earliest time of departure.

B. In the event of a rescheduled field trip, the driver previously assigned to the trip will still take that trip on the rescheduled date, unless the original driver bids on an intervening trip. If the driver is unavailable on the rescheduled date, the trip will be reposted as a new trip and will be awarded in rotation. If the driver should elect to not participate in such trip options, they will return to normal rotation, losing the trip.

C. In the event of a canceled field trip, the driver that was canceled shall get the next available field trip that they can sign and qualify for. This trip (make-up trip for cancellation) will not be included in rotation.

D. Any trip received by the transportation office that is dated for the week currently posted, yet unassigned, will be added to the end of the posted trips and will be awarded in rotation.

E. Last minute trips (trips arriving in the transportation office for the same day) will be posted as soon as possible and shall be awarded in rotation. If there are posted trips not yet assigned, this trip will be awarded prior to already posted trips. If a last minute trip is posted on the same day as trips are to be assigned, the last minute trip will be awarded after posted trips. A last minute trip is not a chargeable trip.

12.102 All field trips involving the use of school buses shall be driven by drivers completing the State of Ohio certification standards. Complete directions, parking arrangements and emergency phone numbers shall be made available to the field trip driver by the district.

12.103 Bus drivers assigned field trips shall be compensated at the regular hourly rate of pay. Drivers will be paid for fifteen (15) minutes prior to the time they are scheduled to report for the field trip for preparation at the regular hourly rate of pay. This provision will be waived when a driver uses the same bus that day for their regular route.

12.104 A field trip driver shall be paid a minimum of one (1) hour's pay at the regular rate for any field trip cancellation not made known to the driver before arrival for the trip plus the time provided in Section 12.094.

12.105 A. A regularly assigned driver may not choose to drive a field trip rather than his/her regularly assigned route if the field trip schedule interferes with his or her regular bus route.

B. Any field trip scheduled to depart before regular drivers complete their assigned timed runs shall not be included in the regular rotation.

12.106 Chaperones shall be a part of each bus load except between ~~School~~ District buildings.

12.107 Field trip time calculated for pay purposes will begin at the bus garage and end at the bus garage for those trips that require the driver to pick up and return the bus to the transportation garage. Those trips that do not require bus pick-up or return outside the confines of their regular route will be considered to begin and end at the site of student departure.

12.108 The following field trips shall be assigned, in accordance with this Article, to drivers on a classification seniority basis for the full year. Each driver may be assigned only one (1) category per year of those listed below unless no other driver desires said route:

A. High School Band
B. High School Varsity and Jr. Varsity Volleyball
C. High School Varsity and Jr. Varsity Soccer
D. Varsity and Jr. Varsity Football
E. Varsity and Jr. Varsity Girls' and Boys' Basketball
F. Sharon Mail (Sharon drivers only)
G. Hinckley Mail (Hinckley drivers only)
H. Granger and Bus Garage Mail
I. Sharon and Granger Math (Sharon Drivers Only)
J. Hinckley Math (Hinckley Drivers Only)
K. High School Mail

These trips shall remain the assignments of the drivers for the full school year. Relinquishment of this assignment may be had only upon the approval of the Director.

12.109 With respect to a field trip whose duration is five (5) hours or more, one-half (1/2) hour of such time will be an unpaid meal period. Upon authorization by the Director, the driver may use the bus as transportation to/from a suitable eating establishment, in which case one (1) hour of the trip time will be an unpaid meal period. If a trip is less than five (5) hours in length, the bargaining unit member may request a meal period and, upon authorization by the Director, one-half (1/2) hour of such time will be an unpaid meal period. When a field trip extends beyond the regular work day (i.e., overnight), a driver shall have all expenses paid pursuant to Board policy.

Time during which the driver is on duty shall be compensated at the regular rate.

12.1010 Drivers will accept additional duties assigned by a sponsor, if asked.

12.1011 If a driver is unable to drive an extra trip that she/he has already been checked off to drive, the following procedure will be utilized:

A. The next two drivers signed up for the field trip but not already assigned to another trip will be called to take the trip.

B. If those drivers are unable to take the trip, the supervisor will be responsible for finding a driver who can drive, preferably a regular driver.

12.11 HEALTH/SAFETY

12.111 All bus drivers shall maintain safe driving records.

12.112 Whenever possible, the Board shall provide 2-way radios on each bus any time said bus is in service.

12.113 A telephone shall be available for use by employees, with the permission of the Director.

12.114 Smoking is not permitted on school buses or school grounds.

12.12 TIME SHEETS

Drivers shall report all time beyond the regular route times, including field trips, to the Transportation Department.

12.13 ARTICLES LEFT ON BUSES

Drivers are not financially responsible for items left on the bus, but must collect and return such items to the bus garage, or appropriate school or student.

12.14 SPARE BUSES

Spare buses shall be available as needed.

12.15 SEATING CHART

The administration may require drivers to prepare and maintain seating charts for their buses, provided that drivers are given updated student lists.

12.16 STATE TESTING

12.161 The Board shall pay costs of state required testing and recertification for bus drivers. Costs payable by the Board shall be capped at initial recertification/testing cost: that is, the Board will not have an obligation to pay if the driver does not successfully complete testing and recertification on his/her

first attempt. This section applies to recertification of employees, not to initial testing and certification for job applicants.

12.162 The cost of initial testing and certification shall be reimbursed to the employee after one year of service to the district.

12.17 TIME CLOCK

Drivers shall use the time clock for all field trips.

ARTICLE XIII
CUSTODIAL DEPARTMENT

13.01 ADDITIONAL TIME FOR UNUSUAL CIRCUMSTANCES

When after-school activities prevent access to a custodian's assigned work area during his/her normal schedule, the custodian may be granted the time to complete the work. Custodians shall rearrange their normal cleaning routine to accommodate after-school activities taking place in their assigned area.

13.02 SHIFT DIFFERENTIAL

Custodians who work third shift shall be compensated an additional twenty five cent ($.25) per hour differential.

13.03 SENIORITY FOR THE PURPOSE OF SUBSTITUTING/JOB VACANCIES

13.031 When a position is temporarily vacant and the Board fills said position with a replacement within the bargaining unit, the most senior, most qualified bargaining unit member in the same building shall have the first option of working the hours of the absent bargaining unit member. The replacement member shall be paid at the same rate of pay (based on the replacement member's experience level) for the category of the member he/she is replacing. Under no circumstances shall the replacement member be paid less than his/her regular rate of pay.

13.032 The replacement bargaining unit member shall begin receiving the higher rate of pay after ten (10) consecutive days of substitution. Once the member has substituted for ten (10) consecutive days, he/she shall begin receiving the higher rate of pay and shall receive the higher rate retroactively for the original ten (10) days.

ARTICLE XIV
FOOD SERVICES

14.01 SENIORITY FOR THE PURPOSE OF SUBSTITUTING/JOB VACANCIES

14.011 When a position is temporarily vacant and the Board fills said position with a replacement within the bargaining unit, the most senior, most qualified bargaining unit member in the same building shall have the first option of working the hours of the absent member. The replacement member shall be paid at the same rate of pay (based on the replacement member's experience level) for the category of the member he/she is replacing. Under no circumstances shall the replacement member be paid less than his/her regular rate of pay.

14.012 The replacement bargaining unit member shall begin receiving the higher rate of pay after ten (10) consecutive days of substitution. Once the member has substituted for ten (10) consecutive days, he/she shall begin receiving the higher rate of pay and shall receive the higher rate retroactively for the original ten (10) days.

ARTICLE XV
LATCHKEY PROGRAM

15.01 The Latchkey Program shall have a program coordinator to oversee the day-to-day operations of the program. If requested the Latchkey Coordinator may provide input into the evaluation of Latchkey Assistants. However, the evaluation/ hiring/ firing/discipline of all Latchkey personnel shall be the responsibility of the superintendent and/or the building administrator or his/her designee.

15.02 Latchkey personnel shall be placed on the salary schedule as negotiated in this Agreement and contained in Appendix A, Salary Schedule. Latchkey personnel shall be covered by all provisions of the Agreement.

15.03 In the future, the Board may create a supervisory position for the Latchkey Program. Currently, person(s) employed as Latchkey Coordinator shall remain in the Bargaining Unit.

15.04 All Latchkey Personnel (other than Latchkey Coordinators) regularly assigned to work less than four (4) hours per day shall be required to complete daily timesheets.

ARTICLE XVI
REDUCTION IN FORCE

16.01 REASON FOR REDUCTION IN FORCE

The Board may affect a reduction in force because of budgeting constraints, a decline in enrollment, territorial changes, the return to active employment by a bargaining unit member from an approved leave of absence, or other comparable factors.

16.02 ATTRITION

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as is practicable, for bargaining unit members who retire or resign. The parties recognize, however, it may be necessary to hire some replacements for some positions if other members do not possess the qualifications for the position and the position is one that needs to be filled. The parties further recognize that attrition may not be sufficient to accomplish a full reduction in force.

16.03 SUSPENSION OF CONTRACTS

Reduction not achieved through attrition may be made by laying off bargaining unit members. A member laid off shall be notified, in writing, of the layoff action at least thirty (30) days prior to implementation. Members will be laid off by seniority as follows:

16.04 SENIORITY

16.041 Bargaining unit members with longer continuous service in the District will be retained in preference to those with less continuous service within the various classified job categories. The order of preference for retention in the District among all members with the same length of continuous service, within the same job classification and equally qualified for retention, will be determined by date of employment and then by lot. Seniority lists shall be made available to the Association according to the procedures in Article XI.

16.042 Factors Other Than Seniority

Exceptions to preference for retention based on length of continuous service within the various classified job categories may be made to insure the retention of a particular skill that is needed, and to comply with state and federal laws relating to employment matters. This provision will not be exercised arbitrarily or capriciously and, in the event of a dispute, the Board bears the burden of proving compliance with its terms.

16.05 MEASURING LENGTH OF SERVICE

For the purpose of determining preference for retention, length of continuous service will be measured on the basis of length of actual uninterrupted service in the District. Length of continuous service shall be determined by the date of hire. Length of continuous service will not be interrupted or affected by authorized leaves of absence. Continuous service of a bargaining unit member who has returned to the District following resignation or other termination of employment will be measured from the date of return to service of the bargaining unit member.

16.06 OFFER OF REINSTATEMENT

A bargaining unit member who is laid off as a part of reduction in force shall be offered reinstatement should an opening occur in the course of that school year, or the two (2) immediately succeeding school years. Openings will be offered to individuals in order of length of continuous service prior to suspension, provided the bargaining unit member keeps the District advised in writing of a telephone number and mailing address at which

he/she can be reached. The member shall have up to ten (10) days to return to work. The Board shall have no obligation to reinstate or offer reinstatement to a member who has been offered and who declines reinstatement for any opening except that a member shall not be required to accept a job if: (1) the scheduled hours are not at least seventy-five percent (75%) of the scheduled hours of his/her last job; (2) the job is outside of and unrelated to the classification series from which he/she was laid off; or (3) acceptance of the job would not permit the member to qualify for insurance benefits on the same terms as the member's prior position.

16.07 NOTHING IN THIS ARTICLE

Nothing in this Article shall be construed as a restriction upon the Board's authority to nonrenew contracts in accordance with the procedure set forth in the appropriate section of the Ohio Revised Code.

16.08 PRECEDENCE CLAUSE

No bargaining unit vacancy or new position will be filled until the procedures set forth in Article XVI have been complied with.

ARTICLE XVII
GENERAL PROVISIONS

17.01 NON-DISCRIMINATION

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of bargaining unit members or in the application or administration of the Agreement or any other rule, regulation or policy relating to terms and conditions of employment on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status.

17.02 IMPLEMENTATION

The Board will take such action as is necessary to give full force and effect to the provisions of this Agreement.

17.03 AGREEMENT REPRODUCTION/DISTRIBUTION

17.031 Copies of this Agreement will be distributed to each bargaining unit member.

17.032 The cost shall be paid by the Board.

17.033 A newly hired bargaining unit member will promptly be furnished a copy of this Agreement.

17.04 SAFETY

17.041 The Board recognizes the safety of each bargaining unit member as a priority.

17.042 Any medical examination required of bargaining unit members subsequent to

employment shall be provided at no cost to the member.

17.05 AVAILABILITY OF POLICIES

17.051 Board policies will be available for inspection and copying, at cost, to each bargaining unit member in each building and Central Office.

17.052 The Board will be receptive to recommendations for additions or revisions of said policies.

17.053 The Board shall provide updates as soon as they are adopted by the Board.

17.054 The Ohio Transportation Manual is available for review and copying at the bus garage.

17.06 DEFINITIONS

17.061 Regular Employment: employment on a regular basis throughout the school year.

17.062 Full-Time Employee: a bargaining unit member contracted and regularly employed for thirty (30) or more hours per week.

17.063 Part-Time Employee: a bargaining unit member contracted and regularly employed for less than thirty (30) hours per week.

17.07 NO STRIKE CLAUSE

During the life of this Agreement, the Association agrees not to strike and to abide by the terms and conditions of Chapter 4117 of the Ohio Revised Code. The Board agrees that there will be no lock-out during the life of this Agreement and to abide by the terms and conditions of Chapter 4117 of the Ohio Revised Code.

17.08 SEVERABILITY

If any provision of this Agreement or any application or provisions of this Agreement to any person(s), conflicts with any federal or state law, regulation, ruling, or order, now or hereinafter enacted or issued, such provision(s) or application shall be inoperative, but all remaining provisions shall continue in effect. Upon request of either the Association or the Board, within ten (10) calendar days after such enactment or issuance, the parties will meet solely for the purpose of negotiating the provision(s) affected.

17.09 DEFINITION OF DAYS

Unless defined otherwise, “days” shall mean calendar days when used in this Agreement.

ARTICLE XVIII
DRUG FREE WORKPLACE

18.01 No employee of the District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in Federal and State law.

"Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as field trip or athletic event where students are under the jurisdiction of the school district where work on a federal grant is performed.

As a condition of employment, each employee who is engaged in performance of a federal grant shall notify his/her supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

An employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to satisfactorily participate in such program, the employee shall be nonrenewed or employment may be suspended or terminated, at the discretion of the Board.

Sanctions against employees, including nonrenewal, suspension and termination shall be in accordance with this Agreement and applicable State laws.

ARTICLE XIX
BOARD RIGHTS

19.01 Except as modified by the terms of this Agreement, the Board reserves and retains all legal authority to manage the affairs of the District.

ARTICLE XX
PROGRESSIVE DISCIPLINE

20.01 The Board and Administration agree to follow traditionally recognized principles of progressive discipline with the understanding that some or all preliminary levels of discipline may be bypassed depending on the severity of the offense and any other relevant surrounding circumstances. The disciplinary levels are:

Verbal warning
Written reprimand
Suspension without pay
Termination

20.02 No bargaining unit member will be disciplined by the Board or Administration arbitrarily or capriciously.

20.03 Section~~s~~ 3319.081 of the Ohio Revised Code exclusively applies to and controls any disciplinary termination of a bargaining unit member under this Article. Other discipline is reviewable under the grievance procedure appearing in Article III of this Agreement.

ARTICLE XXI
DURATION AND RATIFICATION

21.01 DURATION

This Agreement shall become effective on July 1, 2015 and remain in full force and effect until 11:59 p.m. on June 30, 2018.

HIGHLAND SUPPORT STAFF/OEA/NEA	HIGHLAND LOCAL SCHOOL DISTRICT
By: _____ President/Bargaining Team Chair	By: _____ President
By: _____ Bargaining Team Member	By: _____ Superintendent
By: _____ Bargaining Team Member	By: _____ Treasurer
By: _____ Bargaining Team Member	By: _____ Bargaining Team Member
By: _____ Bargaining Team Member	By: _____ Bargaining Team Member
By: _____ Bargaining Team Member	By: _____ Bargaining Team Member

APPENDIX A
SALARY SCHEDULE

AIDES

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$13.95	$14.23	$14.51
2	$14.33	$14.62	$14.91
4	$14.66	$14.95	$15.25
6	$15.03	$15.33	$15.64
8	$15.38	$15.69	$16.00
10	$15.74	$16.05	$16.37
12	$16.08	$16.40	$16.73
14	$16.42	$16.75	$17.09
16	$16.80	$17.14	$17.48
18	$17.14	$17.48	$17.83
21	$17.50	$17.85	$18.21
23	$17.86	$18.22	$18.58
25	$18.53	$18.90	$19.28

APPENDIX A
SALARY SCHEDULE

SPECIAL ED AIDES

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$15.17	$15.47	$15.78
2	$15.53	$15.84	$16.16
4	$15.89	$16.21	$16.53
6	$16.23	$16.55	$16.88
8	$16.56	$16.89	$17.23
10	$16.94	$17.28	$17.63
12	$17.30	$17.65	$18.00
14	$17.63	$17.98	$18.34
16	$18.01	$18.37	$18.74
18	$18.38	$18.75	$19.13
21	$18.71	$19.08	$19.46
23	$19.07	$19.45	$19.84
25	$19.78	$20.18	$20.58

APPENDIX A
SALARY SCHEDULE

BUILDING MANAGERS

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$17.39	$17.74	$18.09
2	$17.74	$18.09	$18.45
4	$18.10	$18.46	$18.83
6	$18.45	$18.82	$19.20
8	$18.79	$19.17	$19.55
10	$19.14	$19.52	$19.91
12	$19.52	$19.91	$20.31
14	$19.87	$20.27	$20.68
16	$20.21	$20.61	$21.02
18	$20.56	$20.97	$21.39
21	$20.91	$21.33	$21.76
23	$21.25	$21.68	$22.11
25	$21.99	$22.43	$22.88

HS 1st Shift Building Manager +$2.00 per hour

APPENDIX A
SALARY SCHEDULE

CUSTODIANS

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$15.66	$15.97	$16.29
2	$16.02	$16.34	$16.67
4	$16.37	$16.70	$17.03
6	$16.73	$17.06	$17.40
8	$17.09	$17.43	$17.78
10	$17.41	$17.76	$18.12
12	$17.78	$18.14	$18.50
14	$18.12	$18.48	$18.85
16	$18.47	$18.84	$19.22
18	$18.82	$19.20	$19.58
21	$19.17	$19.55	$19.94
23	$19.54	$19.93	$20.33
25	$20.23	$20.63	$21.04

HS 3rd Shift Custodian +$0.25 per hour

APPENDIX A
SALARY SCHEDULE

BUS DRIVERS

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$16.70	$17.03	$17.37
2	$17.04	$17.38	$17.73
4	$17.39	$17.74	$18.09
6	$17.74	$18.09	$18.45
8	$18.10	$18.46	$18.83
10	$18.45	$18.82	$19.20
12	$18.79	$19.17	$19.55
14	$19.14	$19.52	$19.91
16	$19.52	$19.91	$20.31
18	$19.87	$20.27	$20.68
21	$20.21	$20.61	$21.02
23	$20.56	$20.97	$21.39
25	$21.25	$21.68	$22.11

APPENDIX A
SALARY SCHEDULE

BUS MECHANICS HELPER

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$16.19	$16.51	$16.84
2	$16.52	$16.85	$17.19
4	$16.90	$17.24	$17.58
6	$17.26	$17.61	$17.96
8	$17.60	$17.95	$18.31
10	$17.97	$18.33	$18.70
12	$18.32	$18.69	$19.06
14	$18.66	$19.03	$19.41
16	$19.02	$19.40	$19.79
18	$19.39	$19.78	$20.18
21	$19.73	$20.12	$20.52
23	$20.10	$20.50	$20.91
25	$20.44	$20.85	$21.27

APPENDIX A
SALARY SCHEDULE

BUS MECHANICS

	1%	2%	2%
YEARS OF EXPERIENCE	JULY 1 2015	JULY 1 2016	JULY 1 2017
0	$18.75	$19.13	$19.51
2	$19.11	$19.49	$19.88
4	$19.49	$19.88	$20.28
6	$19.84	$20.24	$20.64
8	$20.18	$20.58	$20.99
10	$20.52	$20.93	$21.35
12	$20.87	$21.29	$21.72
14	$21.22	$21.64	$22.07
16	$21.58	$22.01	$22.45
18	$21.95	$22.39	$22.84
21	$22.29	$22.74	$23.19
23	$22.64	$23.09	$23.55
25	$23.34	$23.81	$24.29

APPENDIX A
SALARY SCHEDULE

COOK

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$12.70	$12.95	$13.21
2	$13.04	$13.30	$13.57
4	$13.39	$13.66	$13.93
6	$13.76	$14.04	$14.32
8	$14.10	$14.38	$14.67
10	$14.45	$14.74	$15.03
12	$14.81	$15.11	$15.41
14	$15.16	$15.46	$15.77
16	$15.52	$15.83	$16.15
18	$15.87	$16.19	$16.51
21	$16.21	$16.53	$16.86
23	$16.54	$16.87	$17.21
25	$17.29	$17.64	$17.99

APPENDIX A
SALARY SCHEDULE

HEAD COOK

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$14.28	$14.57	$14.86
2	$14.62	$14.91	$15.21
4	$15.01	$15.31	$15.62
6	$15.35	$15.66	$15.97
8	$15.70	$16.01	$16.33
10	$16.05	$16.37	$16.70
12	$16.40	$16.73	$17.06
14	$16.78	$17.12	$17.46
16	$17.12	$17.46	$17.81
18	$17.47	$17.82	$18.18
21	$17.83	$18.19	$18.55
23	$18.16	$18.52	$18.89
25	$18.86	$19.24	$19.62

APPENDIX A
SALARY SCHEDULE

LATCHKEY ASSISTANTS

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$13.16	$13.42	$13.69
2	$13.50	$13.77	$14.05
4	$13.87	$14.15	$14.43
6	$14.22	$14.50	$14.79
8	$14.55	$14.84	$15.14
10	$14.91	$15.21	$15.51
12	$15.26	$15.57	$15.88
14	$15.60	$15.91	$16.23
16	$15.98	$16.30	$16.63
18	$16.31	$16.64	$16.97
21	$16.68	$17.01	$17.35
23	$17.02	$17.36	$17.71
25	$17.76	$18.12	$18.48

APPENDIX A
SALARY SCHEDULE

LATCHKEY COORDINATOR

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$17.23	$17.57	$17.92
2	$17.57	$17.92	$18.28
4	$17.94	$18.30	$18.67
6	$18.27	$18.64	$19.01
8	$18.64	$19.01	$19.39
10	$18.99	$19.37	$19.76
12	$19.35	$19.74	$20.13
14	$19.70	$20.09	$20.49
16	$20.06	$20.46	$20.87
18	$20.41	$20.82	$21.24
21	$20.77	$21.19	$21.61
23	$21.11	$21.53	$21.96
25	$21.84	$22.28	$22.73

APPENDIX A
SALARY SCHEDULE

SECRETARIAL

YEARS OF EXPERIENCE	1% JULY 1 2015	2% JULY 1 2016	2% JULY 1 2017
0	$18.75	$19.13	$19.51
2	$19.11	$19.49	$19.88
4	$19.49	$19.88	$20.28
6	$19.84	$20.24	$20.64
8	$20.18	$20.58	$20.99
10	$20.52	$20.93	$21.35
12	$20.87	$21.29	$21.72
14	$21.22	$21.64	$22.07
16	$21.58	$22.01	$22.45
18	$21.95	$22.39	$22.84
21	$22.29	$22.74	$23.19
23	$22.64	$23.09	$23.55
25	$23.34	$23.81	$24.29

GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSONS and/or H.S.S.A._____

_____

ADDRESS_____PHONE_____

SCHOOL_____PRINCIPAL_____

DATE GRIEVANCE OCCURRED_____

DATE OF FORMAL FILING_____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED_____

_____

STATEMENT OF GRIEVANCE: _____

_____

_____

_____

_____

ACTION REQUESTED: _____

_____

_____

_____

If YES, what action has been taken so far?_____

_____

_____
Grievant

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION

_____

_____

_____

_____

DATE_____SIGNATURE_____
Administrative Representative

SIGNATURE_____
Grievant and/or Association Rep.

LEVEL III (FORMAL) DECISION

_____

_____

_____

_____

DATE_____SIGNATURE_____
Administrative Representative

SIGNATURE_____
Grievant and/or Association Rep.

Where decision requires additional space attach pages as necessary.

HIGHLAND LOCAL SCHOOL DISTRICT
SECTION 403(B) PLAN

SALARY REDUCTION AGREEMENT

As an eligible employee under the Highland Local School District Section 403(b) Plan (the "Plan"), I hereby elect the following:

- I elect to have $_____ deducted from each of my [regular] paychecks as an "Elective Contribution" under the Plan. I acknowledge and agree that no deductions will be taken from my supplemental pay or other special pay.

- I elect that my Elective Contributions under the Plan be paid over to the following Plan Contract/Provider:
  _____
  _____
  _____

I acknowledge and agree that for each calendar year, the amount of my salary deferrals under the Plan will be subject to certain limits that are described in the Plan and the federal tax law; and that the Plan Administrator may therefore limit my Elective Contributions for each calendar year so that they will not exceed those limits.

I understand that I may amend this Salary Reduction Agreement at any time, by submitting a new Salary Reduction Agreement to the Treasurer's office; and that any amendment to this Agreement cannot be made effective until the first payroll date that is at least 15 days after the date that I file a new Agreement with the Treasurer's office. I understand that I may revoke this Agreement at any time, by submitting a written revocation notice to the Treasurer's office; and that any revocation of this Agreement cannot be made effective until 15 days after the date that I advise the Treasurer's office that I wish to cease making Election Contributions under the Plan. I also acknowledge and agree that my Salary Reduction Agreement will be suspended for 6 months if I take a hardship withdrawal under the Plan.

I acknowledge that I have received a copy of the Employee Summary of the Plan. I acknowledge and agree that I have selected my Plan Contract pursuant to my own free will, and that I will be the owner of the Plan Contract; that neither the Board, nor the Treasurer, nor any board member or other employee of the Board, has given me any advice or has otherwise advised me in regard to my selection of a Plan Contract; and that neither the Board, nor the Treasurer, nor any board member or other employee of the Board, is in any way responsible for the investment performance under the Plan Contract, the solvency of the Plan Contract Provider, or any other matters pertaining to the Plan Contract.

_____ _____
Date Signature

_____
(Print Name)